

MR01

Particulars of a charge

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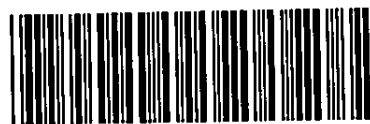
Laserform

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

You can use the WebFil
Please go to www.companieshouse.gov.uk

✓ **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 charge is
instrument Use form MR01



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A12

25/04/2015

#118

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 05015047

Company name in full Montpelier Professional Limited

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 d2 d4 m0 m4 y2 y0 y1 y5

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 The Royal Bank of Scotland International Limited (Lender)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	Not applicable	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X Addleshaw Goddard LLP X This form must be signed by a person with an interest in the charge		

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name TAYLTA/324968-9

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region Greater Manchester

Postcode M 2 3 A B

Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5015047

Charge code: 0501 5047 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2015 and created by MONTPELIER PROFESSIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2015.

24

Given at Companies House, Cardiff on 30th April 2015



Companies House



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

Dated

24 April

2015

MONTPELIER PROFESSIONAL LIMITED

THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED

**ASSIGNMENT OF DEBTS BY WAY
OF SECURITY**

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

.....Addleshaw Goddard LLP.....

DATE 24/04/2015
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

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This Agreement is made on

24 April

2015

Between

- (1) **Montpeller Professional Limited** (Company No 05015047) whose registered office is at Suite 3, 5 Battalion Court, Colburn Business Park, Catterick Garrison DL9 4QN (**Chargor**), and
- (2) **The Royal Bank of Scotland International Limited** c/o 3rd Floor, 1 Spinningfields Square, Manchester, M3 3AP (**Lender**)

It is agreed

1 Definitions

In this Assignment unless the context otherwise requires

Assigned Assets means the Debts including

- (a) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them,
- (b) all remedies provided for in any of them or available at law or in equity in relation to any of them,
- (c) the right to compel performance of any of them, and
- (d) all other rights, interests and benefits whatsoever accruing to or for the Chargor's benefit arising from any of them

Business Day means any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business

Companies Act means Companies Act 2006

Company means Montpeller Professional (West End) Limited (Company No 07067218)

Debts means the debts owing to the Chargor by the Company as listed in schedule 1 to this Deed

Delegate means any delegate, agent, attorney or trustee appointed by the Lender

Insolvency Act means the Insolvency Act 1986

LPA means the Law of Property Act 1925

Party means a party to this Assignment

Receiver means any receiver, manager or receiver and manager appointed by the Lender under this Assignment

Secured Liabilities all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of the Chargor to the Lender including any obligations and liabilities of the Chargor to third parties assigned, novated or otherwise vested in the Lender

together with all interest, fees, costs, charges and expenses which the Lender may charge or incur

Security means a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement

2 Interpretation

2.1 In this Assignment unless the context otherwise requires:

- (a) a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this Assignment,
- (b) a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule,
- (c) a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Assignment,
- (d) a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (e) a "Party", a "Chargor" or the "Lender", shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- (f) "disposal" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly,
- (g) a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established, and
- (h) this Assignment or any provision of this Assignment or any other agreement, document or instrument is to this Assignment, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated

2.2 The contents table and headings in this Assignment are for convenience only and do not affect the interpretation or construction of this Assignment

2.3 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

2.4 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible

3 Covenant to pay

The Chargor covenants with the Lender that they will pay or discharge on demand the Secured Liabilities.

4 Assignment

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Lender all the rights, title, interest and benefit of the Chargor in and to the Assigned Assets

5 Negative pledge

5.1 The Chargor covenants with the Lender that, during the continuance of the Security created by this Assignment, they shall not without the prior written consent of the Lender

- (a) create, purport to create or permit to subsist any Security upon any of the Assigned Assets, or
- (b) sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Assigned Assets

6 Covenants of the Chargor

6.1 The Chargor hereby covenants and undertakes

- (a) not, without the prior written consent of the Lender, to exercise (or allow any other person to exercise) set-off against any Assigned Asset nor to sell, assign, charge, factor or discount or in any other manner deal with any of the Assigned Assets,
- (b) not to extend the due date for payment of any proceeds of the Assigned Assets nor to waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any proceeds of the Assigned Assets,
- (c) not to assign, factor or discount the Assigned Assets, and
- (d) to deliver to the Lender such information as to the amount and nature of the Assigned Assets as the Lender may from time to time reasonably require

7 Enforcement of Security

7.1 The security constituted by this Assignment shall become immediately enforceable upon the execution of this Assignment and the Lender may, in its absolute discretion, enforce all or any part of the security constituted by this Assignment in such manner as it sees fit

7.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this Assignment) shall arise on and be exercisable without further notice at any time after the execution of this Assignment. Sections 93 and 103 LPA do not apply to the security constituted by this Assignment

8 Redemption of prior Security

At any time after the Security created under this Assignment has become enforceable, the Lender may, at the sole cost of the Chargor (payable to the Lender on demand) redeem any prior Security over any Assigned Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, Lender or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid

by the Lender to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities

9 Appointment and powers of Receiver

9 1 At any time after the Security constituted by this Assignment becomes enforceable, or if so requested by the Chargor by written notice at any time, the Lender (or any Delegate on its behalf) may

- (a) without further notice appoint any person (or persons) to be a Receiver of all or any part of the Assigned Assets and/or of the Income from any Assigned Asset, and/or
- (b) exercise in respect of all or any of the Assigned Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Assigned Assets

9 2 The Lender may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

9 3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Assigned Assets and/or the Income from such Assigned Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other Instrument(s) appointing them)

9 4 If the Lender enforces this Assignment itself pursuant to clause 9 1(a) it will have the same powers as a Receiver in respect of those Assigned Assets which are the subject of the enforcement

9 5 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 of the Insolvency Act or any other statute from time to time in force but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:

- (a) the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor themselves could have done or omitted to do with such Assigned Assets were they not the subject of this Assignment and the Chargor was not in Insolvency proceedings,
- (b) to take possession of, collect and get in all or any part of the Assigned Assets and/or income in respect of which he was appointed;
- (c) to manage the Assigned Assets and the business of the Chargor;
- (d) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,,
- (e) to sell or concur in selling or otherwise disposing of all or any part of the Assigned Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA,
- (f) to carry out any sale or other disposal of all or any part of the Assigned Assets by conveying, transferring or assigning the same in the name of the Chargor and, for

that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor,

- (g) to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Assigned Assets and/or income in respect of which he was appointed, including proceedings for recovery of monies in arrears at the date of his appointment,
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to appoint and employ such managers and officers and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm, and
- (j) to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the Security constituted by this Assignment

9 6 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Lender or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Lender or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Lender or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Lender and any Delegate.

9 7 Any Receiver appointed hereunder shall be the agent of the Chargor the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

9 8 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or failing such agreement to be fixed by the Lender) without the restrictions contained in section 109 LPA.

9 9 Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Lender in satisfaction of the Secured Liabilities.

9.10 Neither the Lender, nor any Receiver or Delegate shall be liable in respect of all or any part of the Assigned Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.

9 11 Neither the Lender, nor any Receiver or Delegate is obliged to take any particular action to collect the proceeds and neither shall be liable to the Chargor for the manner in which it collects or fails to collect any proceeds of the Assigned Assets.

9 12 Without prejudice to the generality of clause 9.10, entry into possession of the Assigned Assets shall not render the Lender or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Lender or any Receiver or Delegate enters

into possession of the Assigned Assets, it shall be entitled to any time at its discretion to go out of such possession

9 13 All or any of the powers which are conferred by this Assignment on a Receiver may be exercised by the Lender or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver

9 14 Except to the extent provided by law, none of the powers described in this clause 9 will be affected by an insolvency event in relation to the Chargor

10 Protection of third parties

No purchaser from or other person dealing with the Lender or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Lender to appoint a Receiver or Delegate or the right of the Lender or any Receiver or Delegate to exercise any of the powers conferred by this Assignment in relation to the Assigned Assets or any part of the Assigned Assets have arisen or become exercisable by the Lender or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters

11 Clawback

11 1 Any release, discharge, reassignment or settlement between the Chargor and the Lender shall be deemed conditional upon no payment or Security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge, reassignment or settlement the Lender shall be entitled to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred

11 2 If any claim of the kind referred to in clause 11 1 is made against the Lender under insolvency laws, the Lender may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Lender does agree or settle the claim, the Chargor will be liable under this Assignment as if a court order had been made containing the terms the Lender have agreed. The Chargor will be responsible for all costs and expenses the Lender properly incurs defending such a claim.

12 Continuing security and Lender's protections

12 1 This Assignment shall remain in full force and effect as a continuing security until the Lender shall have certified in writing that the Secured Liabilities have been discharged in full and the Lender may make one or more demands under this Assignment

12 2 This Assignment shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold in respect of any of the Secured Liabilities and this Assignment may be enforced without the Lender first having

(a) recourse to any other right, remedy, guarantee or Security held or available to it,

(b) to take action or obtain judgment in any court against the Chargor or any other person,

- (c) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person, or
- (d) to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person

13 Further assurance and power of attorney

13.1 Further assurance

- (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s))
 - (i) to perfect the Security created or intended to be created under or evidenced by this Assignment (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Assignment) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the facility agreement between the Parties or by law,
 - (ii) to confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Assignment, and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Assignment
- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender.
- (c) Any security document required to be executed by the Chargor pursuant to clause 13.1(a) will be prepared at the cost of the Chargor
- (d) To the extent that any Assigned Assets have not been validly assigned to the Lender under clause 4, the Chargor shall hold each of the Assigned Assets on trust for the Lender and shall comply with the terms of this Assignment as if such Assigned Assets had been validly assigned to the Lender

13.2 Power of attorney

- (a) The Chargor by way of security irrevocably appoints the Lender and any Receiver or Delegate (in writing under hand signed by an officer of the Lender or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to
 - (i) do all things which the Chargor may be required to do under this Assignment,
 - (ii) sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this Assignment, and

- (iii) sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Lender or any Receiver or Delegate in the exercise of any of their powers under this Assignment, or to perfect or vest in the Lender any Receiver or Delegate, its nominees or any purchaser, title to any Assigned Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Assigned Assets
- (b) Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agree to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 13 2(a)

14 Payments

- 14 1 Subject to clause 14 2, all payments to be made by the Chargor in respect of this Assignment, shall be made in immediately available funds to the credit of such account as the Lender may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.
- 14 2 If the Chargor is compelled by law to withhold or deduct any taxes from any sum payable hereunder to the Lender the sum so payable by the Chargor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable hereunder.
- 14 3 Any demand, notification or certificate given by the Lender specifying amounts due and payable under or in connection with any of the provisions of this Assignment shall, in the absence of manifest error, be conclusive and binding on the Chargor.

15 Indemnities

- 15.1 The Chargor shall reimburse the Lender any Receiver and any Delegate for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this Assignment, or any of the documents referred to herein.
- 15 2 The Chargor will on demand indemnify the Lender and any Receiver or Delegate and any of its and their officers and employees (each an **Indemnified Party**) in respect of all costs, losses (including consequential losses), actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of.
 - (a) anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Assignment,
 - (b) a claim of any kind made or asserted against any Indemnified Party which would not have arisen if this Assignment had not been executed and/or registered,
 - (c) unless, in the case of clauses 15 2(a) and 15 2(b), it was caused by the negligence or wilful misconduct of the Indemnified Party
- 15 3 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in

possession or otherwise) in relation to the Assigned Assets, except to the extent caused by its own negligence or wilful misconduct

16 Assignment and transfer

Neither the Lender nor the Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this Assignment or any of its rights under this Assignment or purport to do any of the same without the prior written consent of the other party

17 Third party rights

17.1 Subject to clauses 17.2 and 17.3, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this Assignment. No Party may hold itself out as trustee of any rights under this Assignment for the benefit of any third party unless specifically provided for in this Assignment. This clause 17.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999

17.2 Any person to whom the benefit of any provision of this Assignment is assigned in accordance with the terms of this Assignment is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment which confers (expressly or impliedly) any benefit on any such person

17.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this Assignment which expressly confers rights on it

17.4 Notwithstanding any other provision of this Assignment the Lender and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this Assignment or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply

18 Notices

18.1 A demand or notice hereunder shall be in writing signed by the Lender or a solicitor or other agent of the Lender and may be served on the Lender by hand or by post or by facsimile machine (fax) and in the case of service by hand either by delivering the same to any officer of the Chargor at any place or leaving the same addressed to the Chargor at their registered office or a place of business last known to the Lender. If such demand or notice is sent by post or by fax it shall be deemed to have been received if posted on the day following the day on which it was posted and if sent by fax at the time of transmission shall be effective notwithstanding it be returned undelivered. The Lender may use the last fax number of the Chargor known to him and transmissions may be proved by production of an activity or transmission report which purports to indicate the transmission of a message to such number

19 General

19.1 No variation to this Assignment shall be effective unless made in writing and signed by or on behalf of all the parties to this Assignment. A waiver given or consent granted by the Lender under this Assignment will be effective only if given in writing and then only in the instance and for the purpose for which it is given

19.2 Each provision of this Assignment is severable and distinct from the others. If at any time any provision of this Assignment is or becomes unlawful, invalid or unenforceable to any extent or

in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Assignment but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this Assignment shall not be affected in any way

- 19.3 If any provision of this Assignment is found to be illegal, invalid or unenforceable in accordance with clause 19.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable
- 19.4 The failure or delay in exercising a right or remedy provided by this Assignment or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this Assignment or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy
- 19.5 The Lender's rights and remedies contained in this Assignment are cumulative and not exclusive of any rights or remedies provided by law
- 19.6 This Assignment may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document
- 19.7 If there are two or more parties hereto of the first part the expression "the Chargor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants assignments agreements and undertakings herein expressed or implied on the part of the Chargor shall be deemed to be joint and several covenants assignments agreements and undertakings by such parties. And in particular this security and the covenant in clause 3 hereof and the remaining covenants assignments agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person

20 Governing law

This Assignment and any non-contractual obligations arising out of or in connection with it are governed by English law

21 Jurisdiction

- 21.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (Dispute).
- 21.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 21.3 This clause 21 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed by the parties or their duly authorised representatives on but not delivered until the date of this Assignment.

Schedule 1

Debts

Any and all sums owing to the Chargor by the Company (estimated to total £3,680,000)

Chargor

Executed as a deed by
Montpelier Professional Limited
acting by a director in the presence of

)
) ..
) Director



Signature of witness

Name . *CARINA NEWHAME* ...

Address ...

