

MR01

Particulars of a charge

FRIDAY



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A06

03/01/2014

#54

COMPANIES HOUSE

**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](http://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 there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

1

**Company details**

Company number 0 8 7 5 0 4 8 8

Company name in full Optionis Bidco Limited

For official use

→ **Filing 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 01 07 2014

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 HSBC Bank plc

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

None.

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Iram Tariq

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



**Certificate**

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



**Checklist**

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

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

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



**Important information**

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



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'



**Where to send**

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

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

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

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



**Further information**

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

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



**FILE COPY**

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

Company number: 8750488

Charge code: 0875 0488 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by OPTIONIS BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2014.

*Handwritten signature*

Given at Companies House, Cardiff on 8th January 2014



**Companies House**



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



DATED 17 December 2013

(1) OPTIONIS BIDCO LIMITED

- and -

(2) HSBC BANK PLC

**ASSIGNMENT BY WAY OF  
SECURITY**

relating to  
an agreement for the sale and purchase of  
Paragroup Management Limited and Purely  
Accountancy (Holdings) Services Limited



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 30 December 2013

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

## CONTENTS

1	DEFINITIONS	1
2	COVENANT TO PAY	1
3	ASSIGNMENT	2
4	CONTINUING OBLIGATIONS	2
5	WHEN THE ASSIGNMENT BECOMES ENFORCEABLE	3
6	POWERS	3
7	FURTHER ASSURANCE	4
8	POWER OF ATTORNEY	5
9	PROTECTION OF PURCHASERS	5
10	REPRESENTATIONS AND WARRANTIES	5
11	CONTINUING SECURITY, NEW ACCOUNTS, NON-MERGER	6
12	NOTICES	7
13	THE LENDER REMEDIES	7
14	PARTIAL INVALIDITY	7
15	REMEDIES AND WAIVERS	7
16	AMENDMENTS AND WAIVERS	7
17	ASSIGNMENT	7
18	COUNTERPARTS	8
19	GOVERNING LAW AND JURISDICTION	8
	SCHEDULE 1 AGREEMENTS	9
	SCHEDULE 2 FORM OF NOTICE OF ASSIGNMENT	10

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THIS ASSIGNMENT BY WAY OF SECURITY is made on 17 December 2013  
BETWEEN

- (1) **OPTIONIS BIDCO LIMITED** (a company incorporated under the laws of England and Wales with registered number 08750488 whose registered office either is or will (from the Closing Date) be at Optionis House, 840 IBIS Court, Centre Park, Warrington, Cheshire WA1 1RL ("Assignor"), and
- (2) **HSBC BANK PLC** acting through its branch at 4 Hardman Square, Manchester M3 3EB ("Lender")

## 1. DEFINITIONS

### 1.1 In this Assignment

1.1.1 terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Assignment, unless such terms are otherwise defined in this Assignment, and

1.1.2 at all times the following terms have the following meanings

"Agreements" means the documents and agreements detailed in Schedule 1 (*Agreements*),

"Assignor" shall include its successors and assignees, representatives or administrators,

"Debenture" means a debenture dated the same date as this Assignment and made between (1) the Assignor and (2) the Lender;

"Debt" has the meaning given to it in clause 2 of the Debenture,

"Facility Agreement" means a senior sterling revolving facility agreement dated the same date as this Assignment and made between, amongst others, the Assignor and the Lender, and

"Schedule" means one of the schedules attached to this Assignment

1.2 Clauses 1.2 (*Construction*) and 1.4 (*Third party rights*) of the Facility Agreement apply to this Assignment as if set out in full

1.3 References to this Assignment include the Schedules

1.4 The phrase "the Lender" includes its Affiliates where the context requires

1.5 This Assignment is supplemental to the Debenture

## 2. COVENANT TO PAY

The Assignor covenants that it will pay and discharge the Debt in accordance with the terms of the Finance Documents



### **3. ASSIGNMENT**

- 3 1 The Assignor with full title guarantee and with the intent that this security shall rank as continuing security for payment of the Debt in accordance with the terms of the Finance Documents (notwithstanding any settlement of account or other matter) assigns by way of security (and not by way of charge only) to the Lender all its right, title and interest in and to those Agreements set out in Schedule 1 and all rights contained (whether expressed or implied) therein and all monies and/or benefits from time to time accruing thereunder, standing to the credit of or resulting therefrom including, without limitation, the right to make demand or take any action (including that for specific performance) against any other party to such agreements and to exercise any remedies available at law or equity to the Assignor
- 3 2 The security constituted by or pursuant to this Assignment shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other Security which the Lender may at any time hold in respect of any of the Debt
- 3 3 After the Debt has been discharged in full, the Lender shall, at the request and cost of the Assignor, reassign the Agreements (or such of them as remain and are vested in the Lender) to the Assignor
- 3 4 Any reassignment of any Agreement to the Assignor shall be conditional upon no security disposition or payment to the Lender by such Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to administration, bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Assignment subsequently as if such reassignment had not occurred and any such payment had not been made
- 3 5 Notwithstanding the assignment of the Agreements to the Lender the Assignor shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Assignor by the Agreements but such entitlement shall (unless the Lender otherwise agrees in writing with the Assignor) automatically terminate forthwith upon service of notice on the Assignor by the Lender demanding payment or discharge by the Assignor of all or any of the Debt
- 3 6 On the date of this Assignment the Assignor will serve a notice of assignment in respect of each Agreement in the form set out in Schedule 2 and use best endeavours to procure the acknowledgment of the relevant addressee of each such notice in accordance with the terms thereof.

### **4. CONTINUING OBLIGATIONS**

- 4 1 The Assignor covenants and agrees with the Lender that in respect of any Agreement to which it is a party it shall at all times during the continuance of this Assignment
- 4 1 1 not, nor permit or, as a consequence of any person's acts or omissions, enable any person to (in each case, without the prior written consent of the Lender) vary, amend, supplement, replace, cancel, surrender, discharge or release any such Agreement or any rights relating thereto,
- 4 1 2 observe and perform and carry out each and every of the terms of the Agreement so far as they fall to be observed and performed by the Assignor, pay promptly all sums from time to time due under any such Agreement and not to do or suffer anything to be done or omitted to be done whereby any such Agreement may

- become void, voidable, cancelled or may otherwise be terminated or any increased premium or any other payment shall become payable by reason thereof,
- 4 1 3 not without the prior written consent of the Lender create or permit to arise or continue any further Security over or in respect of any Agreement,
- 4 1 4 use best endeavours to procure the due and punctual observance by all other parties to the Agreement of their obligations thereunder,
- 4 1 5 forthwith deliver to the Lender a true copy of any instruction invoice certificate valuation variation notice order direction permission or other material communication served by any party to the Agreement or by any competent authority relating directly or indirectly to the Agreement and such other information as the Lender may request in relation to the Agreement within seven days of request,
- 4 1 6 forthwith notify the Lender of any actual or anticipated default or claims relating to the Agreement,
- 4 1 7 where called upon by the Lender in writing, take any action reasonably required by the Lender in order to safeguard the Agreement and the rights and other matters charged to the Lender hereunder,
- 4 1 8 not to compromise or settle any claim relating to the Agreement without the prior written consent of the Lender,
- 4 1 9 not without the prior written consent of the Lender to waive or release any obligation under the Agreement or make or permit any amendment or addition to or variation of any terms or conditions of the Agreement or any plans specifications quantities or materials referred to therein, and
- 4 1 10 to indemnify the Lender and any Receiver from and against all costs actions claims expenses demands and liabilities in connection with the Agreement, whether arising out of contract or out of tort or in any other way incurred by the Lender or any Receiver or by any manager agent officer servant or workman or attorney for whose debt default or miscarriage the Lender or any Receiver may be answerable

## **5. WHEN THE ASSIGNMENT BECOMES ENFORCEABLE**

This Assignment shall become enforceable

- 5 1 on the occurrence of an Event of Default which is continuing and shall remain so for as long as that Event of Default is continuing, or
- 5 2 if any other event shall occur which has been agreed by the Assignor and the Lender as an event upon the occurrence of which this or any other security for the Debt shall be enforceable

## **6. POWERS**

- 6 1 At any time after the Assignment has become enforceable, or if requested by the Assignor, the Lender may without further notice and without regard to the restrictions contained in section 103 of the Law of Property Act 1925, whether or not it shall have appointed a receiver or

manager, enforce this security and exercise all the powers conferred on mortgagees by the Law of Property Act 1925 and all the powers and discretions conferred by this Assignment

- 6 2 The Lender shall be and is entitled to appoint in writing a receiver, a receiver and manager ("Receiver" which term will include plural and any substitute receiver(s)) of the Agreements either immediately or at any time after

6 2 1 a request from the Assignor for such appointment,

6 2 2 the Assignor's failure to make payment in full of all or any of the Debt following a demand for payment from the Lender, or

6 2 3 the presentation of a petition or other form of application for an administration order to be made in respect of the Assignor, or

6 2 4 the appointment of an administrator or the giving of notice of intention to appoint an administrator of the Assignor

- 6 3 Where more than one receiver is appointed they will have power to act separately (unless the appointment of the Lender specifies to the contrary)

- 6 4 Any appointment over part only of the Agreements will not preclude the Lender from making any subsequent appointment of a Receiver over any part of the Agreements over which an appointment has not previously been made by it

- 6 5 The Lender may from time to time determine the remuneration of the Receiver and may (subject to section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Agreements of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Agreements

- 6 6 The Receiver will be the agent of the Assignor (which will be solely liable for his acts, defaults and remuneration) unless and until it goes into liquidation, (after which he will act as principal), and will have and be entitled to exercise all the powers set out in schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute

## 7. FURTHER ASSURANCE

- 7 1 The Assignor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for

7 1 1 creating, perfecting or protecting the Security intended to be created by this Assignment or any other Finance Document, and

7 1 2 facilitating the realisation of any asset subject to Security, or

7 1 3 facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or any Delegate in respect of any asset subject to Security or provided by or pursuant to the Finance Documents or by law,

This includes

7 1 3 1 the re-execution of this Assignment or such Finance Document,

7 1 3 2 the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and

7 1 3 3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient

7 2 The Assignor 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 by or pursuant to the Finance Documents

7 3 Without prejudice to the generality of clause 7 1, each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any asset subject to Security which is subject to or intended to be subject to any fixed security under this Assignment

## **8. POWER OF ATTORNEY**

8 1 The Assignor irrevocably, and by way of security, appoints the Lender, any Receiver, and any administrator appointed by the Lender and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Assignor Any attorney is authorised by the Assignor to do all things which the Assignor may be required to do under this Assignment This includes (without limitation) that which the Lender, the Receiver or the administrator (or any such delegate) may

8 1 1 consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Assignment, or

8 1 2 the exercise of any of the powers authorities and discretions conferred under it

8 2 The Assignor ratifies and confirms (and agrees to do so) 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 to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

## **9. PROTECTION OF PURCHASERS**

No purchaser or other person dealing with the Lender or its delegate shall be bound to see or inquire whether the right of the Lender to exercise any of its powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or been revoked

## **10. REPRESENTATIONS AND WARRANTIES**

The Assignor hereby represents and warrants to the Lender that

10 1 none of the provisions, covenants and obligations on its part contained in this Assignment contravenes any of the provisions of its memorandum or articles of association or any

partnership agreements or other constitutional documents and neither this Assignment nor performance of it will infringe any law or obligation binding upon it,

- 10 2 it has the power to enter into and perform the terms and conditions of this Assignment and has taken all necessary action to authorise the execution, delivery and performance of this Assignment,
- 10 3 it has provided true, complete and up-to-date copies of the Agreements to the Lender, there has been no amendment, supplement or variation or termination or repudiation of the Agreements since their execution and the other parties to the Agreements are, in each case, not entitled to rescind the Agreements or to exercise any right of set-off or counterclaim under the Agreements and have not purported to do so,
- 10 4 the obligations expressed as being assumed by the Assignor under this Assignment constitute its valid, legal and binding obligations and each of the conditions precedent contained in the Agreements have (unless waived in writing prior to the date hereof) been satisfied to the extent such conditions precedent fall to be satisfied on or before the date of this Assignment,
- 10 5 no consent, permit, licence, approval, authorisation or registration of or with any governmental, judicial or other authority or other third party is required or desirable in connection with the execution, performance, validity or enforceability of this Assignment, other than the registration of this Assignment under section 395 of the Companies Act 1985,
- 10 6 except as previously disclosed in writing to the Lender with express reference to this clause 10, there is no Security affecting any of the Agreements other than any Security created by or pursuant to this Assignment,
- 10 7 the Assignor is solely and beneficially entitled to the rights, title and interest under the Agreements free from any Security or right of set-off, counterclaim or other equity whatsoever (except in favour of the Lender), and
- 10 8 each of the parties to the Agreements have performed all obligations and liabilities expressed to be assumed by them under the Agreements to the extent that such performance is required on or before the date of this Assignment and there is no action suit or proceeding pending or threatened against any such parties in connection with or arising out of the Agreements

## **11. CONTINUING SECURITY, NEW ACCOUNTS, NON-MERGER**

- 11 1 The security constituted by this Assignment shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of any part of the Debt or any other matter or thing whatsoever and shall be binding until all the Debt have been unconditionally and irrevocably paid and discharged in full
- 11 2 If the Lender receives notice (whether actual or otherwise) of any subsequent assignment or other interest affecting all or any part of any Agreement then the Lender may open a new account or accounts with the Assignor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Assignment at the time when the Lender received or was deemed to have received such notice
- 11 3 This Assignment is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other

contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Lender

**12. NOTICES**

Clause 31 (*Notices*) of the Facility Agreement applies to this Assignment as if set out in full

**13. THE LENDER REMEDIES**

13.1 The Lender rights, powers and remedies are cumulative and shall not affect or exclude any right, powers or remedies provided by law or otherwise, or any other security guarantee or lien which the Lender may hold for the Debt

13.2 The Assignor agrees to indemnify the Lender on demand against all losses, actions, claims, costs, expenses and liabilities incurred by the Lender in relation to this security or any breach by the Assignor of any of its obligations to the Lender under this security. The Assignor shall so indemnify the Lender on demand and shall pay interest on such sum, which interest shall be computed and compounded according to the usual Lender rates and practice (as well after as before judgement) from the date of the same being incurred by the Lender until the date of actual payment

**14. PARTIAL INVALIDITY**

All the provisions of this Assignment are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

**15. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Assignment shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law

**16. AMENDMENTS AND WAIVERS**

Any provision of this Assignment may be amended only if the Lender and the Assignor so agree in writing and any breach of this Assignment may be waived before or after it occurs only if the Lender so agrees in writing. 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

**17. ASSIGNMENT**

The Lender may assign or otherwise transfer the whole or any part of the benefit of this Assignment to any person and the expression "the Lender" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Lender, who shall be entitled to enforce and proceed upon this Assignment in the same manner as if named herein. The Lender shall be entitled to disclose any information concerning the Assignment to any such assignee or other successor or any participant or proposed assignee, successor or participant

**18. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Assignment

**19. GOVERNING LAW AND JURISDICTION**

This Assignment and any no-contractual obligations arising out of or in connection with it shall be governed by and construed according to English law

**IN WITNESS** whereof this Assignment has been duly executed by the Assignor as a deed and has been delivered on the first date specified on page 1

#### **SCHEDULE 1. AGREEMENTS**

- 1 An Agreement for the sale and purchase of Paragroup Management Limited dated on or around the date of this Assignment and made between (1) the Sellers (as defined therein) and (2) the Assignor
- 2 An Agreement for the sale and purchase of Purely Accountancy (Holdings) Services Limited dated on or around the date of this Assignment and made between (1) the Sellers (as defined therein) and (2) the Assignor



## SCHEDULE 2: FORM OF NOTICE OF ASSIGNMENT

*[Assignor's Headed Notepaper]*

To

Date

("Agreement")

We, ("Assignor") refer to the Agreement and hereby give you notice that by an assignment dated (a certified copy of which is attached) (the "Assignment") we have assigned by way of security to ("Assignee") all our rights, title, interest and benefit, whether present or future, in and to the Agreement

You are hereby directed to pay any monies due under or by virtue of the Agreement as the Assignee may from time to time direct For the time being the Assignee directs that such amount shall be paid to it at its branch at

Please confirm your acknowledgement of this Notice and of the provisions of the acknowledgement set out below by signing the acknowledgement and returning it to the Assignee

Signed

For

### Acknowledgement:

To

We hereby acknowledge receipt of the above notice, of which this is a copy, ("Notice") and confirm our consent to the Assignment

Terms defined in the Assignment bear the same meanings herein

In consideration of the payment of £1 receipt of which we hereby acknowledge

I We confirm that

- (a) Our obligations under the Agreement are valid, binding and enforceable,
- (b) The Agreement is unconditional, in full force and effect and has not been varied or modified and no party is in default thereunder or has asserted or at present has the right to assert, any right of termination or rescission whatsoever thereunder,
- (c) we have received no notice other than the Notice that the Assignor has assigned, charged, pledged or otherwise encumbered any of its rights and benefits under the Agreement, and

(d) unless we receive notice to the contrary from yourselves we shall account to you for any monies payable by us under the Agreement.

2 We agree that, notwithstanding the Assignment

2 1 the Assignor remains solely liable and obliged to us under the Agreement, and

2 2 you shall have no liability to us in respect of the Agreement or arising out of any failure of the Assignor to comply with its obligations thereunder

3 We agree that we shall send you or as you may direct a copy of all notices given under or in relation to the Agreement forthwith on receipt or on issue thereof,

4 We agree that all monies that may be payable by us to the Assignor pursuant to or in connection with the Agreement shall be paid to you or as you may from time to time direct

This acknowledgment shall be governed by and construed in accordance with the laws of England and we hereby submit to the exclusive jurisdiction of the courts of England

Yours faithfully

EXECUTION PAGES

• ASSIGNOR

Executed as a deed, but not delivered until the )  
first date specified on page 1, by OPTIONIS )  
BIDCO LIMITED by a director in the )  
presence of a witness )

Signature

Name (block capitals)

Director

Witness signature

Witness name  
(block capitals)

Witness address

Ward Hadaway  
The Observatory  
Chapel Walks  
Manchester  
M2 1HL

DX 14428 Manchester 2

LENDER

Signed by for )  
and on behalf of HSBC BANK PLC )  
)  
)

Signature

Name (block capitals)

authorised signatory  
for HSBC BANK PLC