



Registration of a Charge

Company name: **NEXTDOM ATLAS LIMITED**

Company number: **09943768**



X5C3OBYA

Received for Electronic Filing: **27/07/2016**

Details of Charge

Date of creation: **22/07/2016**

Charge code: **0994 3768 0003**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9943768

Charge code: 0994 3768 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2016 and created by NEXTDOM ATLAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2016 .

Given at Companies House, Cardiff on 28th July 2016

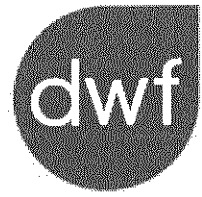
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



22 July

2016

(1) NEXTDOM ATLAS LIMITED

and

(2) NATIONAL WESTMINSTER BANK PLC

ASSIGNMENT OF RENTAL INCOME

**DWF LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA**

CONTENTS

1. Definitions and Interpretation	3
2. Covenant to Pay	5
3. Grant of Security	6
4. Security Interests and Disposals	6
5. Covenants Relating to the Assigned Assets	7
6. Power to Remedy	8
7. Enforcement	8
8. Receiver	9
9. Application of Proceeds	10
10. Costs and Indemnity	10
11. Power of Attorney	11
12. Independent and Continuing Security	11
13. Set-Off	12
14. Currencies	13
15. Further Assurance	13
16. Indulgence	13
17. Notices	14
18. Rights Cumulative	14
19. Consolidation	15
20. Partial Invalidity	15
21. Transfers	15
22. Third Party Rights	15
23. Counterparts	15
24. Governing Law and Jurisdiction	16
SCHEDULE 1	17
The Property	17
SCHEDULE 2	18
Form of Notice to Occupational Tenants	18
SIGNATURE PAGE	20

THIS ASSIGNMENT OF RENTAL INCOME is dated

22 July

2016

and made between:

- (1) **NEXTDOM ATLAS LIMITED** (a private limited company registered in England and Wales under number 09943768) whose registered office is at Ayrton House, Parliament Business Park, 32 Commerce Way, Liverpool L8 7BA (the **Assignor**);
- (2) **NATIONAL WESTMINSTER BANK PLC** acting through its office at 6th Floor, 1 Spinningfields Square, Manchester M3 3AP (the **Assignee**).

TERMS AGREED

1. Definitions and Interpretation

1.1 In this Deed, unless the context otherwise requires:

Assigned Assets means all the assets of the Assignor expressed to be assigned to the Assignee under clause 3 and all other assets of the Assignor which are from time to time subject to the security interests created by this Deed, and all references to the Assigned Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Default Rate means the rate of 2% per annum above the rate of interest applicable to the Secured Liabilities from time to time;

Enforcement Event means the occurrence of any of the following events or circumstances:

- (a) the Assignor fails to pay or discharge any of the Secured Liabilities when due for payment or discharge;
- (b) the Assignor breaches any of the provisions of this Deed;
- (c) the Assignor is or becomes unable to pay its debts as they fall due or the value of the Assignor's assets is less than the amount of its liabilities taking into account the Assignor's contingent and prospective liabilities, or the Assignor commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors;
- (d) the Assignor passes any resolution or takes any corporate action, or a petition is presented or

proceedings are commenced, or any step is taken by the Assignor or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or

- (e) any event occurs in relation to the Assignor which is analogous to any of those set out in paragraphs (a) to (d) above.

Occupational Lease	means each means each occupational lease, licence or tenancy and each agreement for lease, licence or tenancy to which the Property may be subject from time to time and any guarantee, surety or security or insurance policy held in respect of the Rental Income;
Occupational Tenant	means each tenant, lessee or licensee named in an Occupational Lease and its successors in title and assigns, each other occupier of the Property from time to time, and any guarantor, surety, security provider or insurer in respect of the obligations of any such persons;
Party	means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative and Parties shall mean each of such persons;
Property	means the freehold and leasehold properties of the Assignor described in schedule 1 to this Deed, and all references to the Property shall be interpreted to mean both the whole and any part of such property and any interest therein;
Receiver	means a receiver or receiver and manager of the whole or any part of the Assigned Assets and includes any appointee made under a joint and/or several appointment;
Rental Income	means the aggregate of all amounts received by or payable to or for the benefit or account of the Assignor by any tenant, lessee, licensee, guarantor, surety, security provider, insurer or any other person, in connection with the letting or third party occupation of the Property whether under the Occupational Leases or otherwise;
Secured Liabilities	means all present and future moneys, obligations and liabilities due, owing or incurred from or by the Assignor to the Assignee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever (and references to the Secured Liabilities include

any of them);

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period means the period from the date of this Deed until the Assignee confirms in writing to the Assignor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

- 1.2 each reference to this Deed or any other agreement or instrument is a reference to this Deed or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;
- 1.3 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time;
- 1.4 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994; clause and schedule headings are for ease of reference only;
- 1.5 each reference to a clause or schedule is a reference to a clause or schedule of this Deed;
- 1.6 words importing the singular shall include the plural and vice versa;
- 1.7 words importing one gender will be treated as importing any gender;
- 1.8 a reference to any person includes that person's successors and (in the case of the Assignee only) its permitted assignees and transferees;
- 1.9 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity;
- 1.10 the words **include, including, in particular** and any similar expression shall not be construed as implying any limitation, and general words introduced by **other, otherwise** or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things;
- 1.11 This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

2. Covenant to Pay

The Assignor covenants that it will pay to the Assignee or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of any agreed or specified due dates, immediately on demand by the Assignee.

3. Grant of Security

3.1 Security

As a continuing security for the payment and discharge of the Secured Liabilities, the Assignor with full title guarantee hereby assigns to the Assignee by way of absolute assignment (subject in each case to reassignment on the expiry of the Security Period):

- (a) all Rental Income; and
- (b) the whole of the Assignor's rights, title and interest in and to all Occupational Leases; and
- (c) all rights and claims of the Assignor in respect of the Rental Income and the Occupational Leases.

3.2 Effect of assignment

Notwithstanding the assignment in clause 3.1 the Assignor will remain liable to perform all the obligations to be performed on the part of the Assignor in respect of the Assigned Assets and the Assignee shall have no obligation of any kind in respect of those assets nor any liability to perform the Assignor's obligations thereunder, unless the Assignee expressly agrees otherwise in writing. The Assignor will indemnify the Assignee in respect of all liabilities which the Assignee may incur in respect of the Assigned Assets.

3.3 Reassignment

The Assignee will reassign the Assigned Assets to the Assignor, at the request and cost of the Assignor, at the end of the Security Period. Any such reassignment shall be without title guarantee, representation or warranty by, or any form of recourse against, the Assignee.

3.4 Priority

The assignments created by this Deed rank as first assignments and are given with full title guarantee.

3.5 Title documents

The Assignor will on request by the Assignee deposit with the Assignee and the Assignee will during the continuance of this security be entitled (at the risk of the Assignor) to hold all deeds and documents of title relating to the Assigned Assets and such other documents relating to the Assigned Assets which the Assignee may from time to time require.

4. Security Interests and Disposals

4.1 The Assignor covenants with the Assignee that the Assignor will not at any time:

- (a) create or purport to create or permit to subsist any Security Interest on or in relation to the Assigned Assets other than this Deed;

- (b) sell, assign, transfer, declare any trust in respect of, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Assigned Assets or any interest therein; or
- (c) agree to do any of the things referred to in clause 4.1(a) or 4.1(b).

5. Covenants Relating to the Assigned Assets

5.1 Positive covenants

The Assignor will promptly and diligently:

- (a) observe and perform the covenants and conditions contained in the Occupational Leases which fall to be observed and performed by the Assignor as landlord, lessor or licensor;
- (b) take all steps necessary or desirable to procure the prompt payment of all Rental Income and the due observance and performance of all obligations of all other parties to the Occupational Leases in accordance with the terms thereof; and
- (c) produce to the Assignee such documents or information relating to the Assigned Assets as the Assignee may from time to time reasonably request.

5.2 Negative covenants

The Assignor will not without the prior written consent of the Assignee:

- (a) waive, release, vary or in any way modify any of the terms of the Occupational Leases, nor allow their early termination or surrender; or
- (b) grant any consent or licence under any Occupational Lease; or
- (c) agree any downward rent review under any Occupational Lease; or
- (d) agree to any modification of the terms on which the Rental Income is payable; or
- (e) appoint any person to collect or administer the collection of the whole or any part of the Rental Income.

5.3 Preservation of Assigned Assets

The Assignor will not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Assigned Assets or the effectiveness of the security created by this Deed.

5.4 Notice of assignment

The Assignor will, immediately upon request by the Assignee, serve notice of the Assignee's interest in the Assigned Assets on each Occupational Tenant in the form contained in schedule 2 to this Deed and will use its reasonable endeavours to procure that the recipient of any such notice acknowledges receipt of such notice in the form appended to that notice, or

such alternative form of notice and acknowledgement which is specified by the Assignee for this purpose.

6. Power to Remedy

6.1 Power to remedy

If the Assignor at any time defaults in complying with any of its obligations contained in this Deed, the Assignee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Assignor irrevocably authorises the Assignee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

6.2 Expenditure

Any moneys expended by the Assignee pursuant to exercise of its powers under clause 6.1 shall be repayable by the Assignor to the Assignee on demand together with interest at the Default Rate from the date of payment by the Assignee until such repayment, both before and after judgment.

6.3 No liability to account

The exercise by the Assignee of its rights under this clause 6 shall not make the Assignee liable to account as a mortgagee in possession.

7. Enforcement

7.1 Enforcement

The security constituted by this Deed shall become enforceable upon the occurrence of an Enforcement Event, and at any time thereafter, without prejudice to any other rights of the Assignee:

- (a) the power of sale under the Law of Property Act 1925 as extended by this Deed shall immediately be exercisable and the Assignee may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit; and
- (b) the Assignee shall have the power, in its own name or in the name of the Assignor, to take possession of, collect, recover, sue in and give a good discharge for the Rental Income, and the power to do all such other acts and things in respect of the Assigned Assets as if it were the absolute owner thereof.

7.2 Statutory power of sale

The statutory power of sale shall, as between the Assignee and a purchaser from the Assignee, arise on and be exercisable at any time after the execution of this Deed, provided that the Assignee will not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to clause 7.1.

7.3 No obligation to enquire

No person dealing with the Assignee or any Receiver, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

7.4 No liability as mortgagee in possession

Neither the Assignee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Assigned Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Assigned Assets for which a mortgagee in possession might as such be liable..

8. Receiver

8.1 Appointment of Receiver

8.2 At any time after the security constituted by this Deed becomes enforceable, or at the request of the Assignor, the Assignee may without further notice:

- (a) appoint under seal or by writing under hand of a duly authorised officer of the Assignee any one or more person or persons to be a Receiver of all or any part of the Assigned Assets (the expression Receiver shall, where the context so admits, include any person substituted as receiver or receiver and manager under the power hereinafter contained); and
- (b) (subject to Section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Assignee remove any person appointed to be Receiver and may in like manner appoint another in his place.

8.3 More than one appointment

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Assignee specifies to the contrary).

8.4 Additional powers

- (a) The powers of sale and appointing a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Assignee under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and all such statutory and other powers shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- (b) Any Receiver appointed by the Assignee under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power (in the name of the Assignor or otherwise) to do all such acts and

things which an absolute owner could do in respect of such of the Assigned Assets over which such Receiver is appointed.

- (c) The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Assignee notwithstanding any prior appointment in respect of all or any part of the Assigned Assets.

8.5 Receiver as agent of the Assignor

Any Receiver appointed by the Assignee under this Deed shall be the agent of the Assignor and the Assignor will be solely responsible for his acts and remuneration as well as for any defaults committed by him.

9. Application of Proceeds

9.1 Order of application

All moneys received by the Assignee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Assignee in its absolute discretion may from time to time conclusively determine, except that the Assignee may credit the same to a suspense account for so long and in such manner as the Assignee may from time to time determine and the Receiver may retain the same for such period as he and the Assignee consider expedient.

9.2 Section 109(8) Law of Property Act 1925

Neither the Assignee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

10. Costs and Indemnity

All costs, charges and expenses incurred by the Assignee or any Receiver in relation to this Deed and the Secured Liabilities shall be reimbursed by the Assignor to the Assignee on demand on a full and unqualified indemnity basis and until so reimbursed shall carry interest at the Default Rate from the date incurred until the date of reimbursement. Such costs, charges, expenses and interest may be debited to any account of the Assignor and shall be charged on the Assigned Assets. The Assignor and any Receiver shall be entitled to be indemnified out of the Assigned Assets in respect of all claims and costs which may be incurred by, or made against, the Assignee or any Receiver at any time relating to or arising out of or as a consequence of anything done or omitted in the exercise, or purported exercise, of the rights and powers contained in this Deed.

11. Power of Attorney

11.1 Power of attorney

The Assignor hereby irrevocably appoints the Assignee and (jointly and severally) each and every Receiver appointed by the Assignee under this Deed to be the attorney of the Assignor and in the name and on behalf of the Assignor and as the Assignor's act and deed or otherwise to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which the Assignee or such Receiver may consider expedient in the exercise of any of his or its powers or in respect of the Assignor's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

11.2 Confirmation

The Assignor covenants with the Assignee and with any Receiver that if required to do so it shall ratify and confirm all transactions entered into by the Assignee and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed and all transactions entered into by the Assignee and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

12. Independent and Continuing Security

12.1 Independent security

This Deed shall be in addition to and independent of every other security, guarantee or other right or remedy held by or available to the Assignee for any of the Secured Liabilities or in respect of the Assigned Assets. No such other security, guarantee or other right or remedy shall merge in the security created by this Deed, nor shall any invalidity or unenforceability of, or other imperfection in, such other security, guarantee or other right or remedy affect the validity or enforceability of this Deed. The Assignee shall not be obliged to exercise any rights under or otherwise enforce any such other security, guarantee or other right or remedy before exercising its rights and powers under this Deed.

12.2 Continuing security

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the expiry of the Security Period.

12.3 Settlements conditional

Any reassignment, release, discharge or settlement between the Assignor and the Assignee shall be conditional upon no payment or security received by the Assignee in respect of the Secured Liabilities whether from the Assignor or any other person being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such reassignment, release, discharge or settlement:

- (a) the Assignee or its nominee shall be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the Assigned Assets or any part thereof, for such period as the Assignee shall deem necessary to provide the Assignee with security against any such avoidance or reduction or order for refund; and
- (b) the Assignee will be entitled to recover the value or amount of such security or payment from the Assignor subsequently and to enforce this Deed as if such settlement, discharge or release had not occurred.

12.4 Subsequent security

- (a) If the Assignee receives notice of any subsequent Security Interest affecting the Assigned Assets or any part thereof, the Assignee may open a new account for the Assignor.
- (b) If the Assignee does not open a new account then, unless the Assignee gives express written notice to the contrary to the Assignor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Assignor to the Assignee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities at the time when it received such notice.

13. Set-Off

13.1 Set-off

The Assignee may at any time and without notice to the Assignor:

- (a) apply any credit balance which is at any time held by any office or branch of the Assignee for the account of the Assignor in or towards satisfaction of any sum then due and payable from the Assignor under this Deed; and
- (b) set off any other liability of the Assignor to the Assignee against any liability of the Assignee to the Assignor, whether any of such liabilities are actual or contingent, present or future,

and if any relevant obligations are in different currencies, the Assignee may convert the amount of any liability into a different currency at a market rate of exchange in the Assignee's course of business.

13.2 Exercise of rights

The Assignee is not obliged to exercise any of its rights under this clause 13, which shall be without prejudice and in addition to any rights of set-off, combination or consolidation of accounts, lien or similar rights which the Assignee has under any security, guarantee or other document or otherwise under any applicable law.

14. Currencies

14.1 Currency

If at any time any amount is paid or recovery is made in respect of the Secured Liabilities in a currency (**payment currency**) other than the currency in which the relevant obligation or liability has been incurred (**contractual currency**) the Assignee may convert the amount of that payment or recovery into the contractual currency at the prevailing spot rate of exchange of the Assignee (as determined conclusively by the Assignee) for purchasing the contractual currency with the payment currency.

14.2 Indemnity

No payment to or recovery by the Assignee shall discharge the obligation or liability in respect of which it is made or received unless and until the Assignee shall have received payment in full without set-off, deduction or withholding in the contractual currency, and to the extent that the amount of any such payment or recovery shall on conversion fall short of such obligation or liability in the contractual currency the Assignor will on demand indemnify the Assignee in full against the amount of such shortfall and pay interest at the Default Rate from the date of conversion to the date on which the shortfall is paid.

15. Further Assurance

15.1 Further assurance

The Assignor will, if and when required by the Assignee execute such further Security Interests and assurances in favour of the Assignee and do all such acts and things as the Assignee shall from time to time require over or in relation to all or any of the Assigned Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Assigned Assets or any part thereof or to facilitate the realisation of the same.

15.2 Certain Documentary Requirements

Such further Security Interests and assurances shall be prepared by or on behalf of the Assignee, at the expense of the Assignor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Assignee as it may reasonably require.

16. Indulgence

The Assignee may in its discretion without prejudice either to this Deed or to the liability of the Assignor for the Secured Liabilities grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party to this Deed (whether or not such person or persons are jointly liable with the Assignor) in respect of any of the Secured Liabilities or of any other security therefor.

17. Notices

17.1 Communications in Writing

Any notice, demand or other communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter. Any such communication by the Assignee may be signed by an officer, employee or agent of the Assignee.

17.2 Communications by the Assignee

Without prejudice to any other effective means of service, any notice, demand or other communication by the Assignee may be served on the Assignor by delivery at, or by fax or by post to, the registered office or any place of business or last known address of the Assignor or by delivery to any director or the secretary of the Assignor. Any such notice, demand or other communication so served shall be deemed to have been received by the Assignor and to be effective:

- (a) if delivered personally, immediately upon delivery;
- (b) if by way of fax, when the Assignee has received a sent facsimile transmission report; and
- (c) if sent by post, on the 2nd Business Day following the day on which it was deposited in the post postage prepaid, even if returned undelivered.

Any demand made by the Assignee shall be valid whether or not it contains an accurate statement of the amount of the Secured Liabilities.

17.3 Communication by the Assignor

Any communication to be made or delivered to the Assignee will be treated as delivered for the purposes of this Deed only when actually received by the Assignee.

18. Rights Cumulative

18.1 Rights cumulative

The rights and powers which this Deed confers on the Assignee are cumulative, may be exercised as often as the Assignee considers appropriate, and are in addition to its rights and powers under the general law.

18.2 Waiver

- (a) The rights of the Assignee (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing.
- (b) No failure to exercise nor any delay in exercising any such right shall operate as a variation or waiver of that or any other such right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf

shall in any way preclude the Assignee from exercising any such right or constitute a suspension or variation of any such right.

19. Consolidation

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

20. Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

21. Transfers

21.1 Transfer by the Assignee

The Assignee may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

21.2 Transfer by the Assignor

The Assignor may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

21.3 Disclosure of Information

The Assignee may disclose to any person related to the Assignee and/or any person to whom it is proposing to assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed or has already done so, any information about the Assignor and any person connected or associated with the Assignor. The Assignor represents and warrants that the Assignor has (and, subject to any contrary requirement of law, will maintain) any necessary authority and consent by or on behalf of any such connected or associated persons.

22. Third Party Rights

Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 22 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23. Counterparts

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

24. **Governing Law**

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

25. **Enforcement**

25.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).

25.2 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.

25.3 This Clause 25 is for the benefit of the Assignee only. As a result, the Assignee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions.

In witness of which this Deed has been entered into and has been caused to be delivered on the date first stated.

SCHEDULE 1

The Property

The freehold property being Atlas House, Corporation Street, St Helens, WA9 1LD registered at HM Land Registry under Title Number MS575799.

SCHEDULE 2

Form of Notice to Occupational Tenants

[Date]

To: [insert name of tenant]

Dear Sirs

[Insert details of the Property] (Property)

We refer to the [lease/licence] in respect of the Property dated [] and made between [] (1) and [] (2) (**Lease**).

We give you notice that by an assignment dated [] 20[], we assigned to [] (**Lender**) all our right, title and interest in and to the Lease and the moneys from time to time due to us under the Lease.

We irrevocably and unconditionally instruct and authorise you, until you receive notice from the Lender to the contrary, to pay any sums payable by you under the Lease to the following account:

Account name: []

Account number: []

Sort code: []

Bank address: []

Please confirm your agreement to these instructions and authorisations by signing and returning the enclosed acknowledgement within 5 days of receipt of this notice direct to the Lender at [] marked for the attention of [], with a copy to ourselves.

The instructions in this notice may not be revoked or amended without the prior written consent of the Lender.

This notice shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of

[insert name of Assignor]

[on duplicate notice]

[Date]

To: [insert name of Lender]

[insert address of Lender]

Attention: [insert name of Lender officer]

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of a notice addressed to us by [insert name of Assignor] (Assignor) dated [] 20[] (Notice) of which the above is a copy and we accept the instructions and authorisations contained in the Notice.

We confirm that we have not received notice that any third party has or will have any right or interest in, or has made or will be making any claim on or taking any action in respect of, the rights of the Assignor under the Lease (as defined in the Notice).

This acknowledgement shall be governed by and construed in accordance with English law.

Yours faithfully

.....

For and on behalf of

[insert name of tenant]

cc [insert name of Assignor]

SIGNATURE PAGE

SIGNED (but not delivered until the
date hereof) and delivered as a DEED
by **NEXTDOM ATLAS LIMITED**
acting by a director in the presence of
a witness

Name (in block capitals)

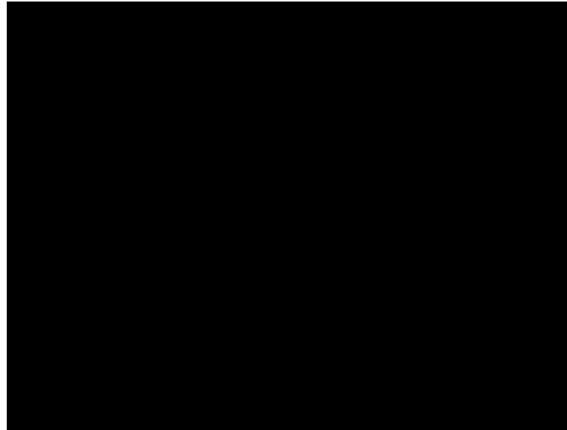
Director Signature:

Witness Signature:

Name (in block capitals)

Address:

Occupation:



EXECUTED (but not delivered until the)
date hereof) and delivered as a DEED by)
NATIONAL WESTMINSTER BANK PLC)
by its attorney)

.....

in the presence of:

Witness signature

Witness name

Witness address