



Registration of a Charge

Company name: **BENTLEY DESIGNS INVESTMENTS LIMITED**

Company number: **09996140**



X6WUSSJE

Received for Electronic Filing: **03/01/2018**

Details of Charge

Date of creation: **21/12/2017**

Charge code: **0999 6140 0004**

Persons entitled: **HABIB BANK ZURICH 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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9996140

Charge code: 0999 6140 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2017 and created by BENTLEY DESIGNS INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2018 .

Given at Companies House, Cardiff on 5th January 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 21 December 2017

- (1) BENTLEY DESIGNS INVESTMENTS LIMITED
- (2) HABIB BANK ZURICH PLC

ASSIGNMENT IN SECURITY OF CONSTRUCTION
DOCUMENTS

CONTENTS

1	DEFINITIONS AND INTERPRETATION.....	1
2	COVENANT TO PAY	4
4	ASSIGNMENT	4
5	CLAWBACK	4
6	WAIVER OF RIGHTS	5
7	CONTINUING SECURITY CHARGEES PROTECTIONS	5
8	NEGATIVE PLEDGE	5
9	FURTHER ASSURANCE AND POWER OF ATTORNEY	6
10	REPRESENTATIONS AND WARRANTIES	6
11	GENERAL COVENANTS OF THE CHARGOR	8
12	PROCEEDS	9
13	ENFORCEMENT OF SECURITY	10
14	REDEMPTION OF PRIOR SECURITY	10
15	APPOINTMENT AND POWERS OF RECEIVER	10
16	APPLICATION OF PROCEEDS	12
17	NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS	13
18	CONSOLIDATION OF ACCOUNTS AND SET-OFF	13
19	CURRENCY	13
20	APPROPRIATION AND SUSPENSE ACCOUNT	14
21	PAYMENTS	14
22	COSTS, EXPENSES AND INDEMNITIES	14
23	ASSIGNMENT AND TRANSFER	15
24	THIRD PARTY RIGHTS	15
25	NOTICES	15
26	GENERAL	16
27	GOVERNING LAW	16
28	JURISDICTION	16
	SCHEDULE 1 - AGREEMENTS	17
	SCHEDULE 2 - NOTICE AND ACKNOWLEDGEMENT	18
	PART 1 - FORM OF NOTICE OF ASSIGNMENT	18
	PART 2 - FORM OF ACKNOWLEDGMENT OF ASSIGNMENT	19

DATE 21 December 2017

PARTIES

- (1) **BENTLEY DESIGNS INVESTMENTS LIMITED** a company incorporated and registered in England and Wales (registered number **09996140**) whose registered office is at Unit 1, Tera 40 Auriol Drive, Greenford, Middlesex UB6 0TP (the **Chargor**); and
- (2) **HABIB BANK ZURICH PLC** a company incorporated and registered in England and Wales (registered number 08864609) whose registered office is at Habib House, 42 Moorgate, London, EC2R 6JJ (the **Chargee**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this assignment the following definitions will apply:

Agreements

any agreements specified in schedule 1;

Assets

present and future property, revenues and rights of every description;

Assigned Assets

the Agreements, the Authorisations and the Collateral Instruments including, in each case:

- (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

together with the Proceeds;

Authorisations

all authorisations (statutory or otherwise) held or required in connection with any Agreement, and all rights in connection with them;

Business Day

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

Claim

any action, proceeding, right, claim or demand of any nature, whether actual or contingent or otherwise;

Collateral Instruments

all other contracts, guarantees, indemnities, undertakings, appointments, warranties, bonds, Security Interests and other documents in connection with the Development to which the Chargor is a party, or which are in the Chargor's favour or of which the Chargor (directly or indirectly) has the benefit;

Collections Accounts

has the meaning given to that term in clause 11.4.3;

Companies Act

the Companies Act 2006;

Default Interest

the rate of 2% per annum above the Interest Rate;

Delegate

any delegate, agent, attorney or trustee appointed by the Chargee;

Development

the development of a distribution unit known as 'Unit A1' and associated works at Symmetry Park, Akerman Street, Bicester, Oxon as more particularly described in the building contract between DB Symmetry Limited and A&H Construction & Developments PLC dated 26 October 2017;

Event of Default

has the meaning given to that term in the Facility Agreement;

Facility Agreement

the facility letter dated 13 July 2017 (and accepted by the parties thereto on or before 25 July 2017) and made between (1) the Chargor (as borrower) and (2) the Chargee (as lender) pursuant to which the Chargee has agreed to make certain facilities available to the Chargor;

Finance Documents

has the meaning given to that term in the Facility Agreement;

Indemnified Party

- (a) the Chargee;
- (b) any Receiver, and/or
- (c) any Delegate,

and any of their officers and employees;

Insolvency Act

the Insolvency Act 1986;

Interest Rate

has the meaning given to that term in the Facility Agreement;

Losses

any loss, cost, damage, award, charge, penalty, fine, expense or any other liability which any of the Indemnified Parties have incurred or suffered, or may, directly or indirectly, incur or suffer, including legal costs and any value added tax or similar tax on any of those;

LPA

the Law of Property Act 1925;

Party

a party to this assignment;

Proceeds

under or in connection with any Assigned Asset:

- (d) all present and future debts, rentals, royalties, fees, VAT and monetary claims due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

- (e) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security Interests, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (f) all proceeds of any of the foregoing;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee 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, guarantor, surety or in any other capacity whatsoever) of the Chargor to the Chargee under the Finance Documents, including any obligations and liabilities of the Chargor to third parties assigned, novated or otherwise vested in the Chargee together with (i) all interest (including Default Interest), fees, costs, charges and expenses which the Chargee may charge or incur under the Finance Documents; (ii) all obligations and liabilities arising under or in connection with any refinancing, novation, refunding, deferral or extension of any obligations or liabilities under the Finance Documents; and (iii) any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, provided that no obligation or liability shall be included in this definition of Secured Liabilities to the extent that, if it were so included, this assignment (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 and 680 of the Companies Act;

Security Interest

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;

Spot Rate of Exchange

on a particular day, the spot rate of exchange of the Chargee, for the purchase of the relevant currency in the London foreign exchange market with sterling at or about 10.00am (London time) on such day; and

Third Parties Act

the Contracts (Rights of Third Parties) Act 1999.

1.2 In this assignment, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this assignment;
- 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
- 1.2.3 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;
- 1.2.4 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);
- 1.2.5 a "Party", the "Chargor", or the "Chargee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

- 1.2.6 "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;
- 1.2.7 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.8 writing shall, subject to clause 24.4, include any mode of reproducing words in a legible and non-transitory form;
- 1.2.9 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; and
- 1.2.10 a time of day is a reference to London time.
- 1.3 The schedules form part of this assignment and have the same effect as if expressly set out in the body of this assignment and shall be interpreted and construed as though they were set out in this assignment.
- 1.4 The contents table and headings in this assignment are for convenience only and do not affect the interpretation or construction of this assignment.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 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.
- 1.7 "£" and "sterling" denotes lawful currency of the United Kingdom.
2. **COVENANT TO PAY**
- The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities.
3. **ASSIGNMENT**
- 3.1 Immediately following an Event of Default, as a continuing security for the payment of the Secured Liabilities, the Chargor shall, with full title guarantee, assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Chargee all the rights, title, interest and benefit of the Chargor in and to the Assigned Assets.
- 3.2 Following an Event of Default, the Chargor will promptly execute and deliver to each other party to the Agreements a notice substantially in the form set out in part I of schedule 2 and shall use best endeavours to procure that the Chargee receives an acknowledgement from each such party substantially in the form set out in part II of schedule 2.
4. **CLAWBACK**
- 4.1 Any release, discharge, reassignment or settlement between the Chargor and the Chargee shall be deemed conditional upon no payment or Security Interest received by the Chargee 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 Chargee shall be entitled to recover the value or amount of such Security Interest or payment from the Chargor as if such release, discharge or settlement had not occurred.
- 4.2 If any claim of the kind referred to in clause 4.1 is made against the Chargee under insolvency laws, the Chargee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Chargee 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 Chargee has agreed. The Chargor will be responsible for all costs and expenses the Chargee properly incurs defending such a claim.

5. WAIVER OF RIGHTS

5.1 The obligations of the Chargor under this assignment will not be affected by:

- 5.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;
- 5.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
- 5.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security Interest related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security Interest;
- 5.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this assignment or any other document, guarantee or Security Interest held in connection with the Secured Liabilities;
- 5.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
- 5.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this assignment.

6. CONTINUING SECURITY CHARGEES PROTECTIONS

6.1 This assignment shall remain in full force and effect as a continuing security until the Chargee shall have certified in writing that the Secured Liabilities have been discharged in full and the Chargee may make one or more demands under this assignment.

6.2 This assignment shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security Interest which the Chargee may at any time hold in respect of any of the Secured Liabilities and this assignment may be enforced without the Chargee first having:

- 6.2.1 recourse to any other right, remedy, guarantee or Security Interest held or available to it;
- 6.2.2 to take action or obtain judgment in any court against the Chargor or any other person;
- 6.2.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
- 6.2.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.

7. NEGATIVE PLEDGE

The Chargor covenants with the Chargee that, during the continuance of the Security Interest created by this assignment, it shall not without the prior written consent of the Chargee:

- 7.1 create, purport to create or permit to subsist any Security Interest upon any of the Assigned Assets; or
- 7.2 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.

8. FURTHER ASSURANCE AND POWER OF ATTORNEY

8.1 Further assurance

8.1.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)):

- (a) to perfect the Security Interest 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 Interest 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 Chargee provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Chargee a Security Interest over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to this assignment; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this assignment.

8.1.2 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 Interest conferred or intended to be conferred on the Chargee by or pursuant to the Finance Documents.

8.2 Power of attorney

8.2.1 The Chargor by way of security irrevocably appoints the Chargee and any Receiver or Delegate (in writing under hand signed by an officer of the Chargee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

- (a) do all things which the Chargor may be required to do under this assignment;
- (b) sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security Interest required to be signed or executed pursuant to the terms of this assignment; and
- (c) 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 Chargee or any Receiver or Delegate in the exercise of any of their powers under this assignment, or to perfect or vest in the Chargee, 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.

8.2.2 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 8.2.1.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Chargor represents and warrants to the Chargee that:

9.1.1 Status

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power to own its assets and carry on its business as it is being conducted;

9.1.2 **Authority**

it is empowered to enter into and perform its obligations contained in this assignment and has taken all necessary action to authorise the execution, delivery and performance of this assignment, to create the Security Interest to be constituted by this assignment and to observe and perform its obligations under this assignment;

9.1.3 **Binding obligations**

the obligations expressed to be assumed by it in this assignment are legal, valid, binding and enforceable obligations;

9.1.4 **Non-conflict with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this assignment and the granting of this assignment and Security Interest constituted by this assignment do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

9.1.5 **Entire agreement**

the counterparts and instruments or other documents comprising the Agreements as provided to the Chargee before the date of this assignment evidence all terms of the Agreements, and there are no other documents, agreements or arrangements that may affect the operation or enforceability of any Assigned Asset;

9.1.6 **Enforceability**

no Assigned Asset is void, voidable or otherwise unenforceable and no Security Interest expressed to be created by this assignment is liable to be avoided or otherwise set-aside, on the liquidation or administration of the Chargor or otherwise;

9.1.7 **Authority to assign**

it is entitled as against the other parties to the Agreements and each of them to enter into and effect this assignment and any consents to and approvals of this assignment which are required have been obtained prior to the date of this assignment;

9.1.8 **No step-in**

it has not exercised any rights of step-in under any of the Agreements;

9.1.9 **No waiver**

it has not granted any waiver of rights nor any allowance of time nor any forbearance or forgiveness in or in respect of any matter or thing concerning any of the Agreements;

9.1.10 **No variation**

it has not varied, departed from or altered the terms or conditions of any of the Agreements and no such variation or departure is contemplated;

9.1.11 **No claim**

has not made any claim under any of the Agreements whether in reliance on the obligations in any of the Agreements or in respect of any breach of any of the Agreements and has not received or acknowledged notice of any adverse claim by any person in respect of the Assigned Assets or any interest in them;

9.1.12 Due performance and no breach

- (a) it has fully and duly performed all duties and undertakings falling to be performed by it under the Agreements prior to and up to the date of this assignment and is not in breach of any of its obligations under the Agreements;
- (b) nothing has occurred which is or would constitute an event of default (howsoever described) under any Agreement or other document or agreement comprising the Assigned Assets or which would entitle a party to such Assigned Asset to terminate or rescind such Assigned Asset;

9.1.13 No Security

- (a) it is the sole legal and beneficial owner of the Assigned Assets; and
- (b) the Assigned Assets are free from any Security Interest.

9.2 Matters represented

The Chargor makes the representations and warranties set out in clause 9.1 on the date of this assignment and, other than that set out in clause 9.1.13(a), they are deemed to be repeated on each day during the continuance of the Security Interest constituted by this assignment.

10. GENERAL COVENANTS OF THE CHARGOR

The Chargor hereby covenants with the Chargee that it will:

10.1 Authorisations and statutes

in relation to the Assigned Assets, procure and maintain in effect all approvals, authorisations, consents and registrations necessary or appropriate and comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Chargee, produce to the Chargee, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to the Assigned Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Chargee may require or approve;

10.2 Notify breach

notify the Chargee of any breach of an Assigned Asset by the Chargor or a counterparty and furnish to the Chargee all particulars relating thereto available to them and inform the Chargee of the steps taken or proposed to be taken by way of compliance;

10.3 No variation or waiver

not to make or agree to any material variation, cancellation, waiver or termination of any an Assigned Asset or compromise or settle any claim in relation to the Assigned Assets or release any party to the Agreements from any of its obligations in respect of the Assigned Assets or waive any breach of the same or any of the Chargor's rights under the Assigned Assets, except as (in any such case) otherwise approved by the Chargee;

10.4 Exercise of rights

not at any time exercise any right or power conferred on it (or, by virtue of this assignment, on the Chargee) by the Assigned Assets in any manner which the Chargee believes is adverse to the interests of the Chargee under the Finance Documents and to exercise any such right or power in the manner directed by the Chargee and allow its name to be used as and when required by the Chargee for these purposes;

10.5 Performance of obligations

- 10.5.1 at all times observe and perform all its obligations under the Assigned Assets and shall use to secure compliance by each counterparty to the Assigned Assets of their respective obligations under the Assigned Assets;
- 10.5.2 remain liable to perform the obligations assumed by it in respect of the Assigned Assets and the Chargee shall be under no obligation of any kind whatsoever or be under any liability whatsoever in relation to the Assigned Assets by reason of this assignment or as a result of the Chargor failing to observe, perform or fulfil any of its obligations or liabilities under any Finance Document or in respect of any Assigned Asset;

10.6 Preservation of Assigned Assets

not do or permit to be done any act or thing which would or might depreciate, jeopardise or otherwise prejudice the Security Interest held by the Chargee or diminish the value of any Assigned Asset or the effectiveness of the Security Interest created by this assignment;

10.7 Deposit of documents and provision of information

- 10.7.1 unless the Chargee otherwise confirms in writing, promptly, following the assignment pursuant to clause 3.1, deposit with the Chargee all Agreements and all certificates, deeds and documents of title relating to the Assigned Assets;
- 10.7.2 promptly, following the assignment pursuant to clause 3.1, or, if later, promptly on receipt of the same, provide the Chargee with a copy of any report, notices, circulars, accounts, invoice, certificate, valuation, variation notice, order, direction, permission or other communication received in respect of or in connection with any of the Agreements; and
- 10.7.3 promptly following request by the Chargee, provide the Chargee with such other information as the Chargee may request in relation to the Assigned Assets.

11. PROCEEDS

11.1 The Chargee hereby appoints, with effect from the assignment pursuant to clause 3.1, the Chargor as agent of the Chargee for the purposes of:

- 11.1.1 administering and collecting all Proceeds; and
- 11.1.2 at the Chargor's own expense, taking such enforcement action and legal or other proceedings as may be necessary or as the Chargee may require for collection of Proceeds

in each case for the benefit of the Chargee and in accordance with any directions given by the Chargee from time to time and the Chargor hereby accepts such appointment.

11.2 The Chargee may terminate any agency appointment under clause 11.1 at any time.

11.3 For as long as the agency in clause 11.1 continues, the Chargor will not hold itself out to third parties as agent of the Chargee other than for the purposes for which it has been appointed.

11.4 The Chargor hereby covenants and undertakes:

- 11.4.1 without prejudice to clause 7 but in addition to the restrictions in that clause, not, without the prior written consent of the Chargee, to exercise (or allow any other person to exercise) set-off against any Proceeds nor to sell, assign, charge, factor or discount or in any other manner deal with any of the Proceeds;
- 11.4.2 not to extend the due date for payment of any Proceeds nor to waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any Proceeds;

- 11.4.3 if requested by the Chargee, to open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as the Chargee may specify (such account(s) together with all additions to or renewals or replacements of such accounts (in whatever currency) being the **Collections Accounts**) and to procure that all monies which it may receive in respect of the Proceeds are paid into such Collections Accounts as the Chargee may specify from time to time and pending such payment, to hold all such monies so received upon trust for the Chargee and only deal with the monies in any Collections Account in accordance with the written directions of the Chargee from time to time (subject only to such rights as the bank at which the account is held may have); and
- 11.4.4 where any Collections Account is not maintained with the Chargee deliver to the bank with which the relevant Collections Account is maintained a notice to that bank and procure that that bank has signed and delivered to the Chargee a letter of acknowledgement of such notice in each case in form and content acceptable to the Chargee.
- 11.5 The Chargor will not attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Collections Accounts without the prior written consent of the Chargee and the Chargee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of the Chargor with the Chargee into which any Proceeds are paid or transferred, the Chargee shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by the Chargor (whether in whole or in part) for so long as any of the Secured Liabilities are outstanding.
- 11.6 The Chargor will deliver to the Chargee such information as to the amount and nature of the Proceeds as the Chargee may from time to time reasonably require, taking into account the requirements of the Finance Documents.
12. **ENFORCEMENT OF SECURITY**
- 12.1 The security created by this assignment becomes immediately enforceable on an Event of Default occurring and the Chargee may, in its absolute discretion, enforce all or any part of it as it sees fit.
- 12.2 The power of sale and other powers section 101 LPA confers (as varied or extended by this assignment) shall arise on and be exercisable without further notice immediately after the assignment pursuant to clause 3.1. Sections 93 and 103 LPA do not apply to the security constituted by this assignment.
13. **REDEMPTION OF PRIOR SECURITY**
- When the security created by this assignment has become enforceable, the Chargee may, at the sole cost of the Chargor (payable to the Chargee on demand):
- 13.1.1 redeem any prior Security Interest over any Assigned Asset; and/or
- 13.1.2 procure the transfer of that Security Interest to itself; and/or
- 13.1.3 settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which, once so settled and passed, will be final and binding on the Chargor.
- All money the Chargee pays to that prior mortgagee, chargee or encumbrancer under those accounts will form part of the Secured Liabilities.
14. **APPOINTMENT AND POWERS OF RECEIVER**
- 14.1 When the security created by this assignment becomes enforceable, or if the Chargor so requests by written notice at any time, the Chargee (or any Delegate on its behalf) may:
- 14.1.1 appoint any person to be a Receiver of the Assigned Assets; and/or
- 14.1.2 exercise all or any of the powers and remedies of a mortgagee in respect of the Assigned Assets.

- 14.2 The Chargee may remove any Receiver appointed by it and appoint a new Receiver in his place. If there is more than one Receiver, they will have power to act individually (unless the deeds or other instruments appointing them say otherwise).
- 14.3 Any Receiver will have the following powers, as well as the powers conferred by the LPA and, although he is not an administrative receiver, by schedule 1 of the Insolvency Act (but without any of the restrictions imposed on the exercise of those powers by those statutes):
- 14.3.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with the Assigned Assets if they were not the subject of this assignment;
 - 14.3.2 to take possession of, collect and get in the Assigned Assets and/or income in respect of which he was appointed;
 - 14.3.3 to manage the Assigned Assets and the business of the Chargor;
 - 14.3.4 to redeem any Security Interest;
 - 14.3.5 to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 14.3.6 to alter, develop, complete, construct, refurbish or repair any building or land in connection with any Assigned Asset;
 - 14.3.7 to complete or agree to the completion or undertaking (with or without modification) of any project in which the Chargor is interested before his appointment, being a project for the alteration, development, completion, construction, refurbishment or repair of any building or land in connection with any Assigned Asset;
 - 14.3.8 to sell or agree to dispose of the Assigned Assets over which he was appointed without being limited by any restriction section 103 or 109 LPA imposes and for that purpose, to enter into covenants and other contractual obligations in the name of, and to bind, the Chargor;
 - 14.3.9 to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee considers suitable and without the need to comply with any of the terms of sections 99 and 100 LPA;
 - 14.3.10 to take any proceedings, in the name of the Chargor or otherwise in respect of the Assigned Assets including proceedings for recovery of arrears on his appointment;
 - 14.3.11 to insure, and renew any insurances over, the Assigned Assets he considers suitable, or as the Chargee directs;
 - 14.3.12 to appoint and employ managers, officers and workmen and engage professional advisers he considers suitable, including power to employ his partners and firm;
 - 14.3.13 to agree any arrangement or compromise he considers suitable and to do all other things incidental or conducive to any other power vested in him to realise the Assigned Assets.
- 14.4 In making any disposal the Receiver, the Chargee or any Delegate may accept, as consideration, cash, shares, loan capital or other Assets on any terms he may agree. Any contract for disposal may contain conditions excluding or restricting the personal liability of the Receiver, the Chargee and any Delegate.
- 14.5 Any Receiver will be the agent of the Chargor and the Chargor will be solely responsible for his acts and defaults and for his remuneration.
- 14.6 Any Receiver will be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or failing agreement to be fixed by the Chargee) without the limits contained in section 109 LPA.

- 14.7 Only money actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities may be applied by the Chargee in satisfaction of the Secured Liabilities.
- 14.8 Neither the Chargee nor any Receiver or Delegate will be liable:
- 14.8.1 in respect of the Assigned Assets; or
- 14.8.2 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 the loss or damage is caused by his gross negligence or wilful misconduct.
- 14.9 Neither the Chargee nor any Receiver or Delegate must take any particular action in relation to the Proceeds. Neither will be liable to the Chargor for the manner in which he deals with or fails to deal with the Proceeds.
- 14.10 Without prejudice to the generality of clause 14.8, entry into possession of the Assigned Assets will not make the Chargee or a Receiver or any Delegate liable to account as mortgagee in possession. If the Chargee or any Receiver or Delegate enters into possession of the Assigned Assets, he may, at any time at his discretion, go out of possession.
- 14.11 All or any of the powers which are conferred by this assignment on a Receiver may be exercised by the Chargee or any Delegate without first appointing a Receiver or despite the appointment of any Receiver.
- 14.12 Except to the extent provided by law, an insolvency event for any Chargor will not affect any of the powers described in clauses 14.3 to 14.11.
- 14.13 No person dealing with the Chargee or any Receiver or Delegate need:
- 14.13.1 enquire whether the right:
- (a) of the Chargee to appoint a Receiver or Delegate; or
- (b) of any person to exercise any of the powers conferred by this assignment
- has arisen or become exercisable by the Chargee or any Receiver or Delegate;
- 14.13.2 be concerned with notice to the contrary, or with the propriety of the exercise or purported exercise of any of those powers. The title of such a buyer and the position of such a person will not be impeachable by reference to any of the above matters.
15. **APPLICATION OF PROCEEDS**
- 15.1 All monies received by the Chargee or any Receiver or Delegate appointed under this assignment shall (subject to the rights and claims of any person having a Security Interest ranking in priority to the Security Interest constituted by this assignment) be applied in the following order:
- 15.1.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the payment of his remuneration;
- 15.1.2 in payment and discharge of any liabilities incurred by the Receiver on behalf of the Chargor in the exercise of any of the powers of the Receiver;
- 15.1.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) LPA;
- 15.1.4 in or towards the satisfaction of the Secured Liabilities; and
- 15.1.5 any surplus shall be paid to any other person entitled to it.
- 15.2 The provisions of clause 15.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this assignment.

16. **NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS**

- 16.1 If the Chargee receives notice (whether actual or otherwise) of any subsequent Security Interest affecting any part of the Assigned Assets and/or the proceeds of sale of the Assigned Assets, it may open a new account or accounts for the Chargor in its books.
- 16.2 If the Chargee does not open a new account immediately on receipt of notice under clause 16.1, then (unless the Chargee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Chargee.

17. **CONSOLIDATION OF ACCOUNTS AND SET-OFF**

- 17.1 The Chargee shall be entitled without notice to the Chargor (both before and after demand):
- 17.1.1 to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts (including each of the Collections Accounts) of the Chargor with the Chargee with the liabilities to the Chargee of the Chargor; and
- 17.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (including each of the Collections Accounts) in or towards satisfaction of any of the liabilities of the Chargor to the Chargee on any other account or in any other respect.
- 17.2 The liabilities referred to in this clause 17 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 17 may be denominated in any currency.
- 17.3 If the amounts concerned are expressed in a different currency then the Chargee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.
- 17.4 If the relevant obligation or liability is unliquidated or unascertained the Chargee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

18. **CURRENCY**

- 18.1 All monies received or held by the Chargee or any Receiver or Delegate under this assignment may be converted from their existing currency into such other currency as the Chargee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Spot Rate of Exchange.
- 18.2 No payment to the Chargee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Chargee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Chargee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security Interest constituted by this assignment to recover the amount of the shortfall.
- 18.3 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
- 18.3.1 any reference in this assignment to, and any obligations arising under this assignment in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Chargee (after consultation with the Chargor); and
- 18.3.2 any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Chargee (acting reasonably).

- 18.4 If a change in any currency of a country occurs, this assignment will, to the extent the Chargee (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

19. **APPROPRIATION AND SUSPENSE ACCOUNT**

- 19.1 Subject to clause 19.2, the Chargee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.
- 19.2 All monies received, recovered or realised by the Chargee under this assignment may at the discretion of the Chargee be credited to any suspense account for so long as the Chargee determines (with interest accruing thereon at such rate, if any, as the Chargee may determine for the account of the Chargor) without the Chargee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

20. **PAYMENTS**

- 20.1 Subject to clause 20.2, 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 Chargee 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.
- 20.2 If the Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this assignment to the Chargee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Chargee of a net amount equal to the full amount expressed to be payable under this assignment.
- 20.3 Any demand, notification or certificate given by the Chargee 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.

21. **COSTS, EXPENSES AND INDEMNITIES**

- 21.1 The Chargor shall reimburse the Chargee, any Receiver and any Delegate in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Chargee or any Receiver or Delegate in connection with:
- 21.1.1 the negotiation, preparation, execution and completion of this assignment, or any of the documents referred to herein; and
 - 21.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this assignment.
- 21.2 The Chargor must reimburse the Chargee, any Receiver and any Delegate on demand for all Losses incurred in connection with the enforcement, attempted enforcement or preservation of any of their rights under:
- 21.2.1 this assignment; or
 - 21.2.2 any of the documents referred to in this assignment.
- 21.3 The Chargor must, on demand, indemnify the Indemnified Parties for all Claims and Losses which may be incurred by or made against any of them at any time relating to or arising directly or indirectly out of:
- 21.3.1 the exercise or purported exercise of the powers contained in this assignment;
 - 21.3.2 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; or
 - 21.3.3 a breach by the Chargor of any of its obligations under this assignment
- unless, in the case of Clauses 21.3.1 and 21.3.2, it was caused by the negligence or wilful misconduct of the Indemnified Party.

21.4 No Indemnified Party will 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 (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.

21.5 The Chargor must pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this assignment or any judgment given in connection with this assignment.

22. ASSIGNMENT AND TRANSFER

The Chargee may assign or transfer all or any part of its rights under this assignment in accordance with and subject to the provisions of the Facility Agreement. The Chargor may not 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 Chargee.

23. THIRD PARTY RIGHTS

23.1 Subject to clauses 23.2 and 23.3, a person who is not a Party shall have no rights under the Third Parties Act to enforce or rely on 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 23.1 does not affect any right or remedy of any person which exists, or is available, other than under the Third Parties Act.

23.2 Any person to whom the benefit of any term of this assignment is assigned under the terms of this assignment may under the Third Parties Act enforce any term of this assignment which confers (expressly or impliedly) any benefit on any such person.

23.3 Any Receiver or Delegate may, subject to the Third Parties Act, rely on any clause of this assignment which expressly confers rights on it.

23.4 The Chargee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the terms in this assignment or waive or settle any right or claim under it in any way without the consent of any third party.

24. NOTICES

24.1 Any notice given pursuant to this assignment shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice shall be delivered by hand or by prepaid recorded delivery first class post:

1.1.1 in the case of the Chargor, its registered office address for the time being marked for the attention of Arif Lalani; and

24.1.1 in the case of the Chargee:

(a) address: Habib House, 42 Moorgate, London, EC2R 6JJ

(a) marked for the attention of: Credit Administration Department

or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other.

24.2 In the absence of evidence of earlier receipt and subject to clause 24.3, a notice served in accordance with clause 24.1 shall be deemed to have been received:

24.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 24.1; and

24.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.

24.3 If deemed receipt under clause 24.2 occurs on a day which is not a Business Day or after 5.00pm on a Business Day, the relevant notice shall be deemed to have been received at 9.00am on the next Business Day.

24.4 For the avoidance of doubt, notice given under this assignment shall not be validly served if sent by e-mail.

25. GENERAL

25.1 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 Chargee 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.

25.2 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.

25.3 If any provision of this assignment is found to be illegal, invalid or unenforceable in accordance with clause 25.2 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.

25.4 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.

25.5 The Chargee's rights and remedies contained in this assignment are cumulative and not exclusive of any rights or remedies provided by law.

25.6 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.

26. GOVERNING LAW

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

27. JURISDICTION

27.1 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) (a **Dispute**).

27.2 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.

27.3 Notwithstanding clause 27.1 above, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

THE CHARGOR has executed this assignment as a deed and delivered it on the date first set out above

SCHEDULE 1

Agreements

1. Collateral warranty in favour of the Chargor from A&H Construction & Developments Plc ('the Contractor') with DB Symmetry (Bicester Reid) Limited ('DB') as counterparty dated 7 December 2017;
2. Collateral warranty in favour of the Chargor from PHP Architects with DB as counterparty dated 7 December 2017;
3. Collateral warranty in favour of the Chargor from Hydrock Consultants Limited with DB as counterparty dated 7 December 2017;
4. Collateral warranty in favour of the Chargor from The Environmental Dimension Partnership Limited with DB as counterparty dated 7 December 2017;
5. Collateral warranty in favour of the Chargor from Savills with DB as counterparty dated 8 December 2017;
6. Collateral warranty in favour of the Chargor from Feasibility Limited with DB as counterparty dated 7 December 2017;
7. Collateral warranty in favour of the Chargor from Peter Brett with DB as counterparty dated 8 December 2017;
8. Collateral warranty in favour of the Chargor from Couch Perry & Wilkes LLP with DB as counterparty dated 7 December 2017;
9. Collateral warranty in favour of the Chargor from Acheson and Glover precast Limited with the Contractor as counterparty dated 7 December 2017;
10. Collateral warranty in favour of the Chargor from ADP (Aluminium Systems) Limited with the Contractor as counterparty dated 7 December 2017;
11. Collateral warranty in favour of the Chargor from Assa Abloy Entrance Systems Limited with the Contractor as counterparty dated 7 December 2017;
12. Collateral warranty in favour of the Chargor from Aztec Centreline Limited with the Contractor as counterparty dated 7 December 2017;
13. Collateral warranty in favour of the Chargor from CA Group Limited with the Contractor as counterparty dated 7 December 2017;
14. Collateral warranty in favour of the Chargor from FP McCann Limited with the Contractor as counterparty dated 7 December 2017;
15. Collateral warranty in favour of the Chargor from Frank H. Dale Limited with the Contractor as counterparty dated 7 December 2017;
16. Collateral warranty in favour of the Chargor from Gill Mechanical Services Limited with the Contractor as counterparty dated 7 December 2017;
17. Collateral warranty in favour of the Chargor from J&L Electrics with the Contractor as counterparty dated 7 December 2017;
18. Collateral warranty in favour of the Chargor from Malin Industrial Concrete Floors Limited with the Contractor as counterparty dated 7 December 2017; and
19. Collateral warranty in favour of the Chargor from Schindler Limited with the Contractor as counterparty dated 7 December 2017.

SCHEDULE 2

Notice and acknowledgement

Part 1 - Form of notice of assignment

[To be printed on the letterhead of the Chargor]

*[name of counterparty]
[address of counterparty]*

[date]

Dear Sirs

Security assignment (the Assignment) dated *[date of assignment]* between *[Chargor]* and *[Chargee]* (the Chargee) in respect of *[insert description of relevant agreement]* (the Agreement)

We refer to the Agreement. By this letter we give you notice that under the Assignment (a copy of which is attached) we have, with effect from *[insert date]*, assigned to the Chargee all our rights, title, interest and benefit in and to the Agreement.

We irrevocably instruct and authorise you to:

- comply with the terms of any written instructions received by you from the Chargee from time to time relating to the Agreement, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions (including in relation to the payment of any sums referred to in the Agreement);
- hold all sums from time to time due and payable by you to us under the Agreement to the order of the Chargee;
- pay, or release, all monies to which we are entitled under the Agreement to the Chargee, or to such persons as the Chargee may direct; and
- disclose information in relation to the Agreement to the Chargee on request by the Chargee.

Neither the Assignment nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Agreement.

Subject to the above, you may continue to deal with us as agent of the Chargee in relation to the Agreement until you receive written notice to the contrary from the Chargee. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and you must deal only with the Chargee.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Agreement without the prior written consent of the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Chargee at *[address of Chargee]* marked for the attention of *[●]*, with a copy to us.

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

Yours faithfully

.....
[name of Chargor]

Part 2 - Form of acknowledgment of assignment

[To be printed on the letterhead of the Counterparty]

[name of Chargee]
[address of Chargee]

Attention: [•]

[date]

Dear Sirs

Security assignment (the Assignment) dated [date of assignment] between [Chargor] (the Chargor) and [Chargee] (the "Chargee") in respect of [insert description of relevant agreement] (the Agreement)

We confirm receipt from the Chargor of a notice (the **Notice**) dated [date of notice] of an assignment of all the Chargor's rights, title, interest and benefits in and to the Agreement.

We confirm that:

- we accept the instructions and authorisations contained in the Notice and agree to comply with the Notice and note that these instructions and authorisations cannot be revoked or varied without the Chargee's prior written consent;
- upon receipt from the Chargee of any instruction, such instruction may not be countermanded by any instruction received from the Chargor or any third party unless the Chargee has given its prior written consent;
- there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- we will not cancel, avoid, release or otherwise allow the Agreement to lapse without giving the Chargee at least 30 days' prior written notice;
- we do not have and have not claimed, exercised or attempted to exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement;
- we have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Agreement to a third party, or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party;
- the Chargee will not in any circumstances have any liability in relation to the Agreement; and
- the Agreement shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Chargee.

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

Yours faithfully

.....
[name of counterparty]

CHARGOR

EXECUTED and **DELIVERED** as a **DEED**)
by **BENTLEY DESIGNS INVESTMENTS**)
LIMITED acting by a director in the)
presence of:


Director

Witness Signature

Witness Name


CAROLINE DONOVAN.

Address

3 ST ANDREWS AVE
SJOBY
HAO 2QB.

Occupation

DIRECTOR.

CHARGE

SIGNED by
HABIB BANK ZURICH PLC.

on behalf of)
)
)

.....
Director

)
)
)

.....
Director