Companies House

LLMR01(ef)

Registration of a Charge

LLP name: **VLS HOLDINGS LLP**

LLP number: **OC427722**

Received for Electronic Filing: **05/02/2021**

X9XPOP97

Details of Charge

Date of creation: **26/01/2021**

Charge code: **OC42 7722 0002**

Persons entitled: **INVESTEC 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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **L INMAN VWV LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC427722

Charge code: OC42 7722 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2021 and created by VLS HOLDINGS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 5th February 2021 .

Given at Companies House, Cardiff on 6th February 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under the Limited Liability Partnership (Application of the Companies Act 2006) Regulations 2009 SI 2009/1804

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Investec
Private Banking
Out of the Ordinary

26 January ~~2020~~ 2021

The Persons listed in Schedule 1
to this Assignment

- and -

Investec Bank plc

ASSIGNMENT OF PROPERTY CONTRACTS
(FOR COMPANIES OTHER THAN CORPORATE TRUSTEES)

This Assignment of Property Contracts (this "**Assignment**") is made on 26 January ~~2020~~ 2021 between:

(1) **The Persons listed in Schedule 1 (*The Assignors*) to this Assignment** (the "**Assignors**"); and

(2) **Investec Bank plc**, a company incorporated in England and Wales with company number 00489604 whose registered office is at 30 Gresham Street, London EC2V 7QP ("**we**" or "**us**").

It is agreed:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Assignment, each of the following terms shall have the following meanings:

"**Account**" means any account opened with us (as renumbered, renamed or replaced from time to time) for holding all or part of the Rental Income as notified by us to you from time to time.

"**Agreement for Lease**" means an agreement to grant an Occupational Lease of all or part of the Property.

"**Agreements**" means:

(a) the Loan Agreement;

(b) this Assignment; and

(c) any other agreement between you and us which has been entered into in connection with, or pursuant to, the terms of the Loan Agreement.

"**Assigned Rights**" means each of your rights assigned to us under Clause 3 (*Assignment of your rights*) of this Assignment.

"**Assignors**" has the meaning given to that term in the section entitled "Parties" at the start of this Assignment.

"**Business Day**" means a weekday other than a public holiday.

"**Event of Default**" means any event or circumstance set out in condition 13 (*When we can require you to repay the Loan immediately*) of the Mortgage Loan Conditions.

"**Interest**" means an additional amount which you will be required to pay if you fail to pay any amount which you are required to under this Assignment on its due date.

"**Lease Document**" means:

(a) an Agreement for Lease;

(b) an Occupational Lease; or

(c) any other document designated as such by you and us.

"**Loan Agreement**" means together:

(a) the Loan Offer;

(b) the Mortgage Loan Conditions; and

(c) the Tariff of Mortgage Charges.

"Loan Interest Rate" means the rate of interest applied to the loan made available to you under the Loan Agreement as specified in the Loan Offer.

"Loan Offer" means the document entitled "Your Loan Offer" dated 25 November 2020 (with document reference CM/Rathi/Offer/v1).

"Mortgage Loan Conditions" means the document entitled "Mortgage Loan Conditions March 2019 (England & Wales)" which was provided to you with the Loan Offer.

"Obligations" means all of your liabilities to us (whether present or future, actual or contingent upon the occurrence of a particular event, and whether incurred alone or jointly with another person) including, without limitation, all sums due and that become due by you to us under any Agreement.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and which, in each case, has been granted by you.

"Overdue Amount" means an amount which we have demanded that you pay under this Assignment but which you have failed to pay.

"Property" means the property located at 63 Eton Avenue, London, NW3 3ET registered at HM Land Registry under title number NGL729396.

"Receiver" means any receiver or receiver and manager appointed by us over all or any part of the Assigned Rights pursuant to the terms of this Assignment.

"Rental Income" means all amounts paid or payable to you by a Tenant under the terms of any Lease Document including, but not limited to, rent and licence fees.

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), 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.

"Tariff of Mortgage Charges" means the document entitled "Tariff of Mortgage Charges 23 May 2019 (England & Wales)" which was provided to you with the Loan Offer.

"Tenant" means any actual or proposed tenant, lessee, licensee or occupier under a Lease Document.

"us" has the meaning given to that term in the section entitled "Parties" at the start of this Assignment.

"we" has the meaning given to that term in the section entitled "Parties" at the start of this Assignment.

"you" means each of the Assignors acting individually.

1.2 **Interpretation**

In this Assignment, references to:

(a) **"you"** and **"your"** shall be to each Assignor acting individually and in its individual capacity;

(b) "**you**" include references to any of your successors and, if applicable, personal representatives and executors;

(c) "**we**" and "**us**" include references to any of our successors and any permitted assignee or transferee of some or all of our rights and/or obligations under this Assignment;

(d) an "**Agreement**" or any other document is a reference to that Agreement or other agreement as amended, novated, supplemented, extended or restated;

(e) a "**person**" include references to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity; and

(f) a provision of law (for example, section 93 of the Law of Property Act 1925) is a reference to that provision as amended or re-enacted.

1.3 **Using our discretion**

Where, under this Assignment:

(a) we have the right to take certain action;

(b) we have the right to require you to take or not to take certain action;

(c) something must be to our satisfaction or must be acceptable to us; or

(d) a document must be in our preferred form,

then, unless a provision states that a right may be exercised in our absolute discretion, we will act reasonably. For example, we will be acting reasonably if:

(i) we act as a prudent lender would; or

(ii) we act in a way which will assist, in proportion to our action, in the preservation of this Assignment or our rights under it or, in our opinion, is likely to assist in that way.

2. **PROMISE TO PAY**

You will pay to us, following receipt of a written demand from us, all of your Obligations. We may not make any demand in respect of your Obligations until we are entitled to do so under the terms of the Agreements.

3. **ASSIGNMENT OF YOUR RIGHTS**

You assign absolutely to us, with full title guarantee, as security for the payment and discharge of all Obligations, all of your right, title and interest in and to each Lease Document, including but not limited to, your right to receive the Rental Income.

4. **NOTIFICATION TO YOUR TENANT**

(a) Immediately upon our written request, you will give notice of this Assignment to each Tenant in the form of the notice set out in Part A (*Form of Notice of Assignment to Tenant*) of Schedule 2 (*Notices*) to this Assignment.

(b) Once you have given notice of this Assignment to each Tenant, you will ensure that each Tenant:

(i) acknowledges receipt of the notice by signing an acknowledgement in the form of the acknowledgement set out in Part B (*Form of Acknowledgement to Notice of Assignment to Tenant*) of Schedule 2 (*Notices*) to this Assignment;

(ii) sends the signed acknowledgement to us at 30 Gresham Street, London EC2V 7QP marked for the attention of "Private Bank – Lending" or such other address as we notify you from time to time; and

(iii) complies with the terms of the notice and in particular, pays all Rental Income into the Account.

5. **YOUR REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to us on each day that this Assignment is in force that:

(a) you are duly incorporated and validly existing under the laws of England and Wales;

(b) you have taken all necessary action to authorise your entry into this Assignment;

(c) the execution, delivery and performance of this Assignment and your obligations under it do not, and will not, breach any law or regulation which applies to you, your constitutional documents (for example, articles of association) or any other agreement you have entered into;

(d) your obligations under this Assignment are legal, valid, binding and enforcable; and

(e) you have full legal title to each Lease Document and the Rental Income free from all Security other than Security created under this Assignment.

6. **YOUR UNDERTAKINGS**

For so long as any Obligations are outstanding, you promise to us that you will:

(a) not transfer or otherwise dispose of any of your rights or interests under any Lease Document or in respect of the Rental Income to any person other than us;

(b) not create, try to create or allow to remain outstanding any Security over any Lease Document or the Rental Income other than Security created under this Assignment or another Agreement;

(c) not, without our prior written approval:

(i) release a Tenant from any of its obligations under any Lease Document (including but not limited to the payment of Rental Income);

(ii) agree that a Tenant may delay the performance of any of its obligations under any Lease Document;

(iii) waive any breach of a Tenant's obligations under any Lease Document; or

(iv) agree to change or delete any term of any Lease Document;

(d) comply with all your obligations under each Lease Document;

(e) exercise and enforce your rights under each Lease Document. In the event that a Tenant breaches its obligations under any Lease Document, you will promptly take all reasonable steps (including legal action if necessary) to compel such Tenant to perform its obligations, and in particular, to recover the Rental Income due by that Tenant, if applicable;

(f) take any action reasonably required by us to protect, enforce and/or recover your rights under each Lease Document, including but not limited to, the Rental Income due from a Tenant.

7. WHEN THIS ASSIGNMENT BECOMES ENFORCEABLE

The Security created by this Assignment shall become immediately enforceable if:

(a) an Event of Default occurs;

(b) to the extent that such breach does not already constitute an Event of Default under paragraph (a) above, you seriously or persistently breach any of the terms of any Agreement to which you are a party, or are in breach of a statutory provision which you are obliged to observe or perform, and you fail to remedy any of these breaches within 7 Business Days of our giving notice of the breach (or any longer period we allow);

(c) any Security is enforced by any person in respect of any of your material assets; or

(d) you request that we enforce the Security created by this Assignment.

8. OUR POWERS ON ENFORCEMENT

8.1 Our general powers

At any time after the Security created by this Assignment has become enforceable we may exercise our powers to enforce that Security and in particular, we may do all or any of the following:

(a) exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Assignment) which includes, but is not limited to, a right to sell the Assigned Rights (as set out in Clause 8.2 (*Our power of sale*) of this Assignment) and apply the proceeds from such sale against your Obligations;

(b) deliver a notice of this Assignment on any Tenant to the extent such notice has not already been given by you and require that the Tenant pays all Rental Income into the Account;

(c) exercise all or any of the rights and powers conferred by this Assignment; or

(d) (unless prevented by law) appoint in writing any person or persons to be a Receiver (or Receivers) of all or any part of the Assigned Rights,

in each case, as we may choose in our absolute discretion and without further notice to you.

8.2 Our power of sale

(a) Section 103 of the Law of Property Act 1925 shall not apply to this Assignment, and the statutory power of sale shall arise on, and be exercisable at any time after, this Assignment has been signed. However, we shall not exercise such

power of sale until the Security created by this Assignment has become enforceable. Section 103 of the Law of Property Act 1925 says that we cannot use our power to sell the Assigned Rights until certain conditions have been met. If we did not disapply them, the conditions would mean, for example, that if we issued a notice asking you to make a payment, we would have to give you three months to make the payment before exercising our right to sell.

(b) Section 93 of the Law of Property Act 1925 will not apply to this Assignment. This means that if more than one of your assets are assigned to us and you want to pay off just one of those assignments, we can refuse to release and reassign the assignments separately and insist that you pay off all of the assignments before releasing and reassigning any of them.

8.3 **Our right of set-off**

At any time after the Security constituted by this Assignment has become enforceable, where you hold an account with us (including the Account), we shall, in our absolute discretion, have a right to set off all or any part of your Obligations owing to us against any amount owed by us to you under, and in accordance with, Condition 15 (*Our right of set-off*) of the Mortgage Loan Conditions.

8.4 **Limitation on our liability**

(a) We shall not be liable to account to you as a mortgagee in possession in respect of all or any of the Assigned Rights and shall not be liable to you for any loss or damage arising from the exercise by us of all or any of the powers conferred by this Assignment or the Law of Property Act 1925, save to the extent that such loss or damage is caused by our negligence.

(b) We will not be liable to account to you for any money not actually received by us (except for money that is not so received as a result of our negligence).

(c) Neither we nor any Receiver shall be liable in respect of any liability, damage, loss, costs, claim or expense of any kind or nature which arises out of the exercise or intended exercise of, or the failure to exercise, any of our or the Receiver's powers under or by virtue of this Assignment. The limitation on our liability in this paragraph (c) shall not apply where such liability, damage, loss, costs, claim or expense results from our or the Receiver's own negligence.

8.5 **Our dealings with third parties**

Any purchaser or third party dealing with us may assume that our powers under this Assignment and the other Agreements have arisen and are exercisable without proof that a demand for payment of the Obligations has been made by us.

9. **RECEIVERS**

9.1 **General**

(a) Any Receiver will be your agent and you (and not us) will be responsible for the acts, defaults and remuneration of any Receiver. If you go into liquidation, the Receiver shall not become our agent.

(b) We may fix the remuneration of the Receiver and pay the Receiver's remuneration, fees, costs and expenses at your expense and any of the amounts we pay will form part of your Obligations.

(c) We may appoint more than one Receiver. Where more than one Receiver (or administrator) is appointed, they will each have power to act separately unless we specify to the contrary.

(d) We may (subject to section 45 of the Insolvency Act 1986) remove a Receiver in respect of all or any of the Assigned Rights of which he is the Receiver. Section 45 of the Insolvency Act 1986 tells us the legal steps we must take if we intend to remove the Receiver.

(e) Any appointment over part only of the Assigned Rights will not prevent us from making any subsequent appointment of a Receiver over any part of the Assigned Rights over which an appointment has not previously been made by us or a Receiver has ceased to act.

9.2 **Powers of a Receiver**

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 as it sees fit (whether the Receiver is an administrative receiver or not) and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the agreement of others:

(a) make any arrangement or compromise with any of your creditors or others as the Receiver shall think fit;

(b) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;

(c) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer, and any accounts so settled and passed shall (subject to any obvious error) be conclusive and binding on you and the money so paid shall be deemed an expense properly incurred by the Receiver;

(d) pay our proper administrative charges in respect of time spent by our agents and employees in dealing with matters raised by the Receiver or relating to your receivership; and

(e) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Assigned Rights.

9.3 **Our powers**

All powers of a Receiver conferred by this Assignment may be exercised by us after this Assignment has become enforceable.

10. **APPLICATION OF PAYMENTS**

10.1 **Order of priority**

Unless we are required by any law applicable to us to apply any payments received from you, or a Receiver or administrator on your behalf, to reduce your Obligations in a specific order of priority, we may apply any payments received from you in such order of priority as we may decide in our absolute discretion.

10.2 **Suspense account**

For as long as any of your Obligations remain outstanding, we may, in our absolute discretion, place and keep to the credit of a suspense account any money received from you or realised by us in respect of your liability under this Assignment. We shall not have an immediate obligation to use such money to reduce the value of the Obligations. Any amount standing to the credit of such suspense account shall bear interest at a rate which we consider to be a fair market rate.

10.3 **Creation of new account**

If we receive notice that you have granted Security over, or otherwise disposed of, any of the Assigned Rights in contravention of any Agreement, we may, in our absolute discretion, suspend your account(s) and open a new account or accounts. Regardless of whether we suspend such account(s), any payments received by us after the date of the notice will be applied first to repay any of your Obligations arising after that date.

11. **CONTINUING SECURITY**

11.1 **Continuing security**

This Assignment is and will remain a continuing security. This means that:

(a) it will continue to cover the ultimate balance of your Obligations to us regardless of any changes in the amount or the nature of your Obligations; and

(b) it will not be affected by any change in your circumstances.

11.2 **Separate and independent security**

(a) This Assignment shall be treated separately from, and is in addition to, any other guarantee or Security held by us now or in the future for your Obligations.

(b) This Assignment shall not prejudice any other Security, guarantee or other rights we may have.

(c) We may, in our absolute discretion, consolidate this Assignment with any other Security so that they have to be redeemed together, but it will not merge with or prejudice any other Security or our other rights.

11.3 **Immediate claim**

You agree that we shall not be required at any time, to enforce any of our other rights or Security or make a demand or claim payment from any person before making a claim against you under this Assignment.

12. **INTEREST**

(a) Interest shall accrue on any Overdue Amount from (but not including) the date on which it fell due up to (and including) the date of actual payment.

(b) Interest shall be calculated at an aggregate rate which is your Loan Interest Rate plus 2% per annum.

(c) You will pay any Interest accruing under this Clause 12 immediately when we ask.

(d) If you fail to pay Interest arising on an Overdue Amount when we ask, then we will charge compound interest. This means that we will add the amount of any unpaid

Interest to become part of the Overdue Amount, and then Interest shall accrue on that combined amount. Any such compounding of Interest shall be done in accordance with our normal practices but the Interest will remain immediately due and payable.

13. **COSTS AND EXPENSES**

You shall pay or reimburse us promptly when we ask all costs, charges and expenses (including legal fees and any amounts that we have paid to a Receiver in accordance with Clause 9.1 (*General*) of this Assignment) reasonably incurred or to be incurred by us in connection with:

(a) the Assigned Rights; and

(b) registering, perfecting, holding, enforcing or seeking to enforce, exercising or preserving any right under, discharging and/or assigning this Assignment and/or the Security created by this Assignment (including, without limitation, the costs of any proceedings in relation to this Assignment or your Obligations),

and these costs, charges and expenses shall form part of your Obligations.

14. **REIMBURSING US FOR COSTS ARISING FROM PAYMENTS IN OTHER CURRENCIES**

Any amount received under this Assignment by us in a currency other than sterling shall be converted into sterling on the date of payment at such rate of exchange as is determined by us to be appropriate for such conversion. You shall pay the costs of such conversion.

15. **FURTHER ASSURANCE**

When we ask, you will execute any deed or document in our preferred form, or take any other action required by us, to perfect or enhance our Security under this Assignment or to facilitate the exercise of any right, power or discretion exercisable by us or a Receiver under this Assignment.

16. **POWER OF ATTORNEY**

(a) To give effect to this Assignment and secure the exercise of any of our powers, you irrevocably appoint us (and separately, any Receiver) to be your attorney (with full power to substitute another person to act as your attorney for us in our place and to delegate our power to another person) to do all the things you are able to do with the Assigned Rights, and in your name to sign or execute any documents, deeds and other instruments, and take, continue or defend any proceedings.

(b) You approve and confirm all acts and steps that any attorney does or intends to do pursuant to its appointment under this Clause 16.

17. **RELEASE AND REINSTATEMENT**

(a) Subject to paragraph (b) below, if all of your Obligations have been irrevocably paid in full and we are not under any further actual or contingent liability to make, advance or provide other financial accommodation to you, we will (at your request and cost), execute and do all such reasonable acts as may be necessary to release the Assigned Rights from the Security created by this Assignment.

(b) If we consider in good faith that any amount received in payment or purported payment of your Obligations is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, your liability under this Assignment and the Security created by this Assignment shall continue and such amount shall not be considered to have been irrevocably paid.

18. **TRANSFERS AND DISCLOSURE**

(a) You may not allow any person to take over any of your rights and duties under this Assignment.

(b) We may allow any person (a **"third party transferee"**) to take over any of our rights and duties under this Assignment without your consent. If we do so, your rights and those duties will continue unchanged. We will only assign or transfer if, in our reasonable opinion the third party transferee to whom we make the transfer is capable of performing our obligations under this Assignment.

(c) We may share information about you with a prospective third party transferee or its agent, or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any part of our rights and/or obligations to such transferee or the funding is actually provided.

(d) Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Assignment to a third party transferee, references in this Assignment to "we", "us" and "our" shall be references to that third party transferee (for all or the relevant part, as applicable).

19. **DEMANDS AND NOTICES**

(a) All consents, notices and demands delivered in connection with this Assignment must be in writing and in English.

(b) We may deliver a notice or demand to you at your registered office or at the address last known to us. You may deliver a notice to us at our registered office. Any notice to be delivered to us at our registered office must be marked for the attention of "Private Bank – Lending".

(c) A notice or demand from you to us or us to you will be effective when delivered in accordance with the paragraph entitled "*When you and we will be treated as receiving a notice*" in Condition 18 (*How we contact each other and provide notices*) of the Mortgage Loan Conditions unless otherwise expressly specified below:

(i) if delivered personally, at the time of personal delivery; or

(ii) if sent to an address in the United Kingdom:

(1) two (2) Business Days after posting where sent by first class post; or

(2) four (4) Business Days after posting where sent by second class post.

(d) A notice or demand under this Assignment may not be delivered by telephone.

20. **OUR EXCLUSION OF LIABILITY**

(a) We (and any Receiver) will not be liable to you or any other person for any expense, loss or liability:

(i) relating to the exercise of any rights or powers under this Assignment; or

(ii) otherwise arising in connection with this Assignment.

(b) Neither you nor any other person may take any proceedings against any officer, employee or agent of ours (or of any Receiver) in respect of any claim that you or they might have against us (or any Receiver) or in respect of any act or omission of any kind by such officer, employee or agent of ours (or of any Receiver) in relation to this Assignment. Any officer, employee or agent of ours (or any Receiver) may enforce and enjoy the benefit of this Clause 20(b) under the Contracts (Rights of Third Parties) Act 1999.

21. **MISCELLANEOUS**

(a) Your obligations under this Assignment are several and every agreement and undertaking on your part shall be interpreted accordingly.

(b) We will not lose any right we have under this Assignment if we do not use that right or we delay in using it. Using a right or part of one will not prevent us from using that right again or any other right.

(c) To the extent that any provision of this Assignment is or becomes invalid, illegal, unenforceable under, or contrary to, any applicable law, it will be given no effect and will be deemed not to be included in this Assignment, but without invalidating any of the remaining provisions of this Assignment.

(d) If we agree to release you from any of your Obligations or make any arrangements with you about this Assignment (including any amendments to it), it will only be binding if we confirm it in writing.

(e) A certificate from us, acting reasonably and diligently, which confirms the amount due from you under this Assignment will be binding on you, unless there is an obvious error in such certificate.

(f) Any daily interest rate applicable under this Assignment shall be calculated by dividing the applicable annual interest rate by 365 days.

(g) With the exception of a third party transferee, a person who is not a party to this Assignment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of this Assignment.

(h) This Assignment 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 Assignment.

22. **LAW AND JURISDICTION**

(a) This Assignment and our dealings with you before you entered into this Assignment, are governed by the laws of England and Wales.

(b) You agree that any legal proceedings relating to this Assignment may only be dealt with by the courts of England and Wales. However, we may take legal

action against you in relation to this Assignment in any other applicable jurisdiction.

(c) You shall ensure that the address of your registered office or any other address provided to us (which must be an address in England and Wales), is an effective address for serving proceedings on you.

This Assignment has been executed and delivered as a deed and shall take effect on the date stated at the beginning of this Assignment.

Schedule 1

The Assignors

Name of Assignor	Registration number	Registered Office
VLS Holdings LLP	OC427722	Harben House Harben Parade, Finchley Road, London, NW3 6LH

Schedule 2

Notices

Part A

Form of Notice of Assignment to Tenant

To:

Dated:

Dear Sir or Madam

1. We refer to the property located at 63 Eton Avenue, London, NW3 3ET (the "**Property**"). We are writing to you in our capacity as owner of the Property.

2. This letter constitutes notice to you as the tenant of the Property that we have assigned to Investec Bank plc (the "**Assignment**") all our right, title and interest in and to the lease of the Property dated made between us and you (the "**Lease**") including, but not limited to, all rental payments and other sums payable by you to us under the Lease.

3. From the date of this notice, we irrevocably and unconditionally authorise and instruct you to:

   (a) pay all rent and other sums payable by you to us under the terms of the Lease into the following account:

   Account Name:

   Account Bank: Investec Bank plc

   Account Number:

   Sort Code:

   Payment Reference:

   (b) comply with such instructions in relation to the payment of rent and other amounts under the Lease as may be given to you from time to time and at any time by Investec Bank plc, without reference to or further authority from us.

4. We have agreed with Investec Bank plc not to change, delete or waive any term of the Lease or release you from any of your obligations under the Lease without their prior written approval.

5. We confirm that we will continue to be responsible for performing all of our obligations as landlord under the Lease.

6. The above instructions may not be changed or withdrawn without the prior written approval of Investec Bank plc or its written confirmation that the Assignment has been released.

7. This notice and all non-contractual obligations arising in connection with it are governed by English law.

Please acknowledge receipt of this letter by signing the enclosed acknowledgement and sending to Investec Bank plc, 30 Gresham Street, London EC2V 7QP marked for the attention of "Private Bank – Lending".

Yours faithfully

VLS Holdings LLP

Signed by:

Name:

Title:

Schedule 2

Notices

Part B

Form of Acknowledgement of Notice of Assignment to Tenant

To: Investec Bank plc
30 Gresham Street
London
EC2V 7QP

Dated:

Dear Sir or Madam

I/We hereby acknowledge receipt of a notice dated addressed to us/me from a copy of which is enclosed.

Yours faithfully

Name:

Title:

Enc.

Signing Pages

You

Executed and delivered as a Deed by **VLS Holdings LLP** acting by:	)	[redacted]
	)	**Member**
	)	Name: JYOTI RATHI
	)	[redacted]
	)	**Member**
	)	Name: MADHU RATHI

If signing by one member and a witness, witness to sign and fill in details below:

Signed by:

Name:

Title:

Address:

Occupation:

Us

Executed and delivered as a Deed by **Investec Bank plc** acting by:	))))	---------- **Authorised Signatory** Name:
	))))	---------- **Authorised Signatory** Name:

If signing by one authorised signatory and a witness, witness to sign and fill in details below:

Signed by:

Name:

Title:

Address:

Occupation: