

[<<Insert Name of Assignor>> the "Assignor"]

<<Insert Date>>

To:

<< Insert Name and Address of Borrower >>

Dear <<Insert Name of Borrower>>

We refer to a deed of assignment of the rights and obligations of the assignor (the Assignor) in favour of the assignee (the Assignee).

<<Insert Date>> granted by us as Lender to the Replacement Party>> as assignee

We also refer to the loan agreement entered into between us (as Lender) as amended or referred to in the "Loan Agreement") and any present or future obligations in connection with the Loan Agreement.

> between you (as Borrower) and us in accordance with its terms (the "Loan Agreement") and any present or future obligations or owing by you to us under or

We are now giving you notice that the rights and obligations of the Assignor under the Loan Agreement have been assigned to the Assignee absolutely and in full. All interest and benefits in and to the Debt and payable to us under the

terms of the Assignment, we have assigned to the Assignee absolutely and in full interest and benefits in and to the

With effect from the date of receipt of this notice:

- you shall treat the Assignee as the party entitled to exercise all rights exercisable by us under the Loan Agreement and to discharge our obligations (including without limitation your payment obligations under the Loan Agreement); and
- you must not (without the written consent of the Assignee), amend, novate, supplement, restate or replace the Loan Agreement.

all rights exercisable by us under the Loan Agreement and to discharge our obligations (including without limitation your payment obligations under the Loan Agreement); and

This notice and any dispute or claim arising out of or in connection with it, its subject matter or formation shall be governed by the law of England and Wales.

in connection with it, its subject matter or formation shall be governed by the law of England and Wales.

Please acknowledge safe receipt of this notice, by signing, dating and returning the copy of this notice to the Assignee at the address of the Assignee at the address of [<<Insert Name and Address>>], (<<Insert Name and Address>>), and/or Position>>]) and by sending a copy of this notice to [<<Insert Name and Address>>], (<<Insert Name and Address>>), and/or Position>>]).

within 14 days of receipt of this notice, by signing, dating and returning the copy of this notice to the Assignee at the address of [<<Insert Name and Address>>], (<<Insert Name and Address>>), and/or Position>>]), and by sending a copy of this notice to [<<Insert Name and Address>>], (<<Insert Name and Address>>), and/or Position>>]).

Yours faithfully

.....
[[Director OR Authorised signatory

<<Insert Name of Assignor>>]

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ACKNOWLEDGEMENT

To:

<<Insert Assignee's Name and Address>>

By [post/email]

<<Insert Date>>

Dear <<Insert Name of Relevant Party>>

Acknowledgement of Assignment and Debt

We refer to the Notice of Assignment
<<Insert Assignor's Name>> (the
Agreement and Debt (each as defined in the
(the "Assignment").

<<Insert Date>> and sent to us by
in favour of an assignment of the Loan
the Assignor to you as Assignee

We hereby consent to the Assignment of
benefits in and to the Debt and payment

all of your rights, title, interest and
the Loan Agreement.

We further agree to accept your instructions
the Loan Agreement.

in accordance with the Notice and the terms of

This acknowledgement and any other document
subject matter or formation shall be governed by
laws of England and Wales.

in connection with it, its terms shall be
construed in accordance with, the

Yours faithfully,

Copy to:

<<Insert Name and Address of Assignor>>

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