



Registration of a Charge

Company name: **CASTLEBROOK HOLDINGS LIMITED**

Company number: **00917458**



X73JG9QW

Received for Electronic Filing: **09/04/2018**

Details of Charge

Date of creation: **03/04/2018**

Charge code: **0091 7458 0041**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **N/A**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 917458

Charge code: 0091 7458 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2018 and created by CASTLEBROOK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2018 .

Given at Companies House, Cardiff on 11th April 2018

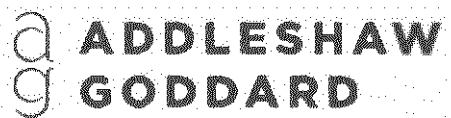
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



CASTLEBROOK HOLDINGS LIMITED
THE ROYAL BANK OF SCOTLAND PLC

ASSIGNATION OF RENTS
relating to 140 St Vincent
Street, Glasgow

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This Assignment

Between

- (1) **Castlebrook Holdings Limited** (Registered Number 00917458) and whose registered office is 7th Floor, Dashwood House, 69 Old Broad Street, London, EC2M 1QS (**Borrower**); in favour of
- (2) **The Royal Bank of Scotland plc**, Company Number SC90312 Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ (**Lender** which expression where the context so admits shall include the person for the time being deriving title under it and its assigns).

Whereas

- (A) The Lender has made funding available to the Borrower; and
- (B) One of the conditions to the continuing availability of such funding is that the Borrower grants to the Lender this assignment in security and the Borrower has therefore agreed to grant (inter alia) this assignment in security for such funding.

It is agreed

1 Definitions

1.1 In the interpretation of this Assignment:

Assignment means this assignment in security

Assigned Rents means at any time such of the Rents as at that time have been assigned to the Lender pursuant to this Assignment and not retrocessed to the Borrower

Encumbrance means any mortgage, pledge, lien, charge, assignment by way of security, assignment in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

Leases means:

- (a) the lease of the Property (or parts thereof) particulars of which appear in the Schedule to which the Borrower now holds the landlord's interest by virtue of being the registered proprietor of the Property
- (b) any further leases or licences granted by the Borrower from time to time in respect of the Property (or any part thereof) and **Lease** means any one of them

Property means all and whole the subjects known as the ground floor and basement at 140 St Vincent Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA180961

Rents means all sums payable now or in the future by way of rent (whether of a capital or a revenue nature) service charge, management fees, insurance premiums, rental guarantees,

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deposits (only insofar as not belonging to any of the occupational tenants) and all other monies of a similar nature (excluding service charges, management fees and insurance premiums) which become payable in any manner of way pursuant to the Leases and all interest on late payment under deduction of any monies attributable to any VAT liability on such sums

Schedule means the schedule in 2 parts attached to and forming part of this Assignment signed as relative hereto

Secured Liabilities means all or any monies and liabilities present or future which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Borrower whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's accounts and so that interest shall be computed and compounded according to the usual rates and practice of the Lender as well after as before any demand made or decree obtained

Tenants means the tenants for the time being under the Leases and includes any guarantors, trustees in sequestration, receivers, liquidators, administrators or similar persons in relation to the Tenants

- 1.2 References to this Assignment and to any provisions of it shall be construed as references to it in force for the time being and as amended, varied, supplemented, substituted or novated from time to time.
- 1.3 Words importing the singular are to include the plural and vice versa and words denoting any gender shall include all genders.
- 1.4 References to any person are to be construed to include that person's permitted assignees or transferees or successors in title, whether direct or indirect.
- 1.5 Clause headings are for ease of reference only and are not to affect the interpretation of this Assignment.

2 Undertaking to pay

- 2.1 The Borrower undertakes to pay and discharge the Secured Liabilities to the Lender on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 The Borrower agrees that a certificate of the amount of any part or all of the Secured Liabilities signed by any manager of, or other signing official authorised by, the Lender shall be conclusive except where the certificate contains an obvious error.

3 Assignment in security

- 3.1 The Borrower in security of the payment and discharge when due of the Secured Liabilities hereby assigns to the Lender all its right title and interest in and to the Rents which are or may hereafter become payable to the Borrower as landlord under or in terms of the Leases.
- 3.2 The Borrower shall forthwith upon the execution of this Assignment procure that intimation is made to the Tenants of the fact that an assignment of the Borrower's interest in the Assigned Rents has been made in favour of the Lender, such intimations to be in the form set out in Part 2 of the Schedule.
- 3.3 The Borrower shall irrevocably instruct and request the Tenants with effect from the date of intimation to them of this Assignment to pay and make over to the Lender or as the Lender may direct from time to time, the Assigned Rents. The Borrower hereby declares that any recall by it of the foregoing instruction and request shall be ineffective unless either:
- (a) the Lender has consented in writing to such recall; or
 - (b) the Lender has granted a retrocession in whole or in part of the whole right, title and interest of the Lender in and to the Assigned Rents or the relevant portion of the Assigned Rents.
- 3.4 The Borrower declares and accepts that the receipt of the Lender issued in respect of the Assigned Rents shall be a full and sufficient discharge for them and fully binding on the Borrower (save in the case of obvious error).
- 3.5 Notwithstanding the assignments set out in clause 3.1, whilst this Assignment subsists the Borrower shall perform and continue to perform all obligations and liabilities imposed on it under the Leases.
- 3.6 Upon being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Lender will, on request, retrocede and re-assign to the Borrower the whole right, title and interest of the Lender in and to the Assigned Rents.

4 Ranking and Scope

- 4.1 The security created by this Assignment shall rank prior and preferred to all other security interests created or subsisting from time to time over all or any part of the Assigned Rents.
- 4.2 The Borrower undertakes that it shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Assigned Rents or the Leases.

5 Protection of Security

- 5.1 The Borrower undertakes to the Lender:
- (a) to keep the Lender fully and effectually indemnified against all losses, damages, costs, expenses, charges and liabilities of whatsoever nature arising under the Leases;

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- (b) to act in the manner of a responsible and reasonable landlord in relation to and to do such things as the Lender may (acting reasonably) from time to time request;
 - (c) to execute and procure such further documentation, acts and things as may from time to time be required by law or requested by the Lender in order to effect the assignation contained in clause 2.1 and/or any additional security in respect of the Rents or otherwise from time to time and the title of the Lender to any security from time to time comprised therein and to effect the rights and remedies of the Lender;
 - (d) not without the prior written consent of the Lender to purport to exercise or to exercise any rights of entry except in the ordinary course of business or other rights of enforcement as the landlord under the Leases and in particular not to compromise without such consent as aforesaid or release any obligation or payment which may from time to time be outstanding or due from the Tenants under the Leases;
 - (e) not to do or cause or permit to be done or omit to do anything which may depreciate, jeopardise or otherwise prejudice the value of or the enforceability or the recovery of the Rents; and
 - (f) not to grant or purport to grant any security interest over its entitlement to receive the Rents without the prior written consent of the Lender.
- 5.2 The Borrower undertakes to deliver to the Lender within fourteen days of written demand at no charge to the Lender all documents and deeds constituting the Leases and any notices served in relation to the Leases (or extract registered copies failing the availability of which certified true copies).
- 5.3 The security created by, and any security interest constituted pursuant to, this Assignment shall be a continuing security notwithstanding the Borrower's insolvency or winding up (by whatever means) or if the Borrower should cease to exist or any matter whatever and shall continue in full force and effect until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
- 5.4 The security created by, and any security interest constituted pursuant to, this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any other security interest, right or remedy which the Lender may now or at any time in the future hold in security for all or any part of the Secured Liabilities.
- 5.5 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedy provided by law.
- 5.6 If the Lender receives or is deemed to be affected by any notice, whether actual or constructive, of any subsequent security interest affecting any part of the Assigned Rents and/or the proceeds of sale thereof, the Lender may open a new account or accounts with the Borrower. If the

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Lender does not open a new account in accordance with this clause 5.6 it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of any subsequent security interest affecting any part of the Assigned Rents and as from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.

5.7 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:

- (a) any present or future security interest, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- (b) the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to the Borrower or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person; or
- (c) anything done or omitted which but for this provision might operate to exonerate the Borrower from all or any part of the Secured Liabilities; or
- (d) any legal limitation, disability, incapacity or other similar circumstance relating to the Borrower.

5.8 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:

- (a) take any action or obtain judgement or decree in any court against the Borrower;
- (b) make or file any claim to rank in a winding up or liquidation of the Borrower; or
- (c) enforce or seek to enforce any other security held by or available to the Lender in security of the Secured Liabilities.

5.9 Nothing contained in this Assignment shall limit the right of the Lender if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the security interest created by, or any security interest constituted pursuant to, this Assignment into a suspense account without any obligation on the Lender to apply all or any part of such monies in or towards the discharge of the Secured Liabilities.

5.10 The Lender shall not in any circumstances be liable to account to the Borrower for any loss or damage arising from any act, default or omission of the Lender in relation to the Assigned Rents or from any exercise or non-exercise by the Lender of any power, authority or discretion

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conferred on the Lender in relation to the Assigned Rents by or pursuant to this Assignment or otherwise by any applicable law except to the extent caused by the wilful neglect or default of the Lender or its officers, employees or agents.

6 Further assurance

The Borrower shall do all such acts and things as the Lender may reasonably require for perfecting or protecting the security created by, or pursuant to, this Assignment and the exercise of all rights conferred on the Lender by this Assignment and shall grant such further security to the Lender as the Lender shall notify to the Borrower from time to time.

7 Power of attorney to the Lender

The Borrower hereby irrevocably appoints the Lender to be the Borrower's attorney (with full power to delegate) for it and in its name and on its behalf and as its act and deed:

- (a) to execute all deeds and documents which the Borrower is obliged to execute pursuant to this Assignment;
- (b) to do anything which the Borrower has agreed to do under this Assignment;

Provided that such Power of Attorney shall not be exercised unless the Borrower is in default of its obligations pursuant to this Assignment or any other facility or security documents.

8 Expenses

The Borrower undertakes on demand to pay the whole properly and reasonably incurred expenses of completing and enforcing the security created by this Assignment and any security interest constituted pursuant to this Assignment and the expense of any retrocession or discharge of the security created by this Assignment.

9 Indemnity

The Borrower shall indemnify the Lender and every attorney appointed by the Lender in connection with this Assignment against all liabilities and expenses properly and reasonably incurred by the Lender or him in the execution or purported execution of any of the rights conferred on the Lender or him by this Assignment and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Assigned Rents and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Assignment.

10 Notices

- 10.1 All notices or other communications to be made or given under this Assignment shall be in writing and shall be by first class pre-paid post or by fax.
- 10.2 Receipt shall be deemed to have occurred 48 hours after posting (unless hand delivered and then at the time of delivery) and if by fax when sent provided a transmission report is received.
- 10.3 Any notice to the Lender shall be addressed to:

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Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ or such other address as the Lender shall notify to the Borrower in writing from time to time.

10.4 Any notice to the Borrower shall be addressed to:

7th Floor, Dashwood House, 69 Old Broad Street, London, EC2M 1QS.

11 Governing law

This Assignment will be governed by and construed according to Scots law and for the benefit of the Lender, the Borrower irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lender to proceed against the Borrower in any other appropriate jurisdiction.

12 Separate provisions

If any provision of this Assignment is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality or enforceability of any other provision.

13 Consent to registration

The Borrower consents to the registration of this Assignment and of any certificate in clause 2.2 hereof for preservation and execution.


In witness whereof these presents consisting of this and the ⁷ preceding pages together with the Schedule are subscribed as follows:

Subscribed for and on behalf of
Castlebrook Holdings Limited

at LONDON

on 3/4/2018

in the presence of

) 
)
) Director/Secretary/Authorised Signatory
)

) MICHAEL JOHN TESTLER
)

) Full Name


Signature of witness

Name ANDREA DAWN PERRY

Address 3 CECIL AVENUE

GILLINGHAM, KENT ME8 6EH

This is the Schedule referred to in the foregoing Assignment of Rents by Castlebrook Holdings Limited in favour of The Royal Bank of Scotland plc

Part 1 - Leases

Lease between The Trustees of the Derek William Stephen Self Invested Personal Pension and Iberica Food & Culture Limited dated 5 and 12 July and 2 November, all dates 2016 and undergoing registration in the Land Register of Scotland under Title Number GLA229290

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Part 2 - Form of Intimation

To: IBERICA FOOD & CULTURE LIMITED

Dated: ♦ 2018

Dear Sirs

We, **Castlebrook Holdings Limited (Borrower)** refer to the lease between us and you (**Lease**).

We enclose a certified true copy of an Assignment of Rents dated ♦ 2018 (**Assignment**) between the Borrower and **The Royal Bank of Scotland plc (Lender)** in terms of which the Borrower has assigned its respective whole right, title, interest and benefit in and to the rents due under the Lease to the Lender and, accordingly, we hereby give you notice of the Assignment.

Please pay the rent due under the Lease to the following account:

Account holder: Castlebrook Holdings Limited

Account number: 13037781

Sort code: 50-41-01

Bank: Natwest

Please acknowledge receipt of this letter and enclosure by signing the enclosed duplicate notice with acknowledgement and returning it to the Lender's solicitors – Addleshaw Goddard Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH (FAO – Heather Pearson).

Yours faithfully

Director

For and on behalf of **Castlebrook Holdings Limited**

Acknowledgement

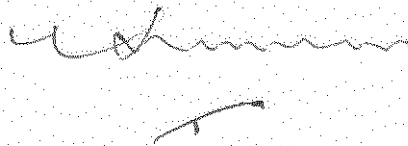
We, **Iberica Food & Culture Limited** acknowledge receipt of the foregoing Intimation and a copy of the Assignment referred to therein.

We also acknowledge, pursuant to the foregoing Intimation and the Assignment, that we will to pay the rent and other amounts under the Lease as requested, however, the Lender may give us a further notice requiring the payment of rent and other amounts to a different account, and that such a notice may be given by the Lender alone and may be acted on without further reference to the Borrower.

All defined terms used in this acknowledgement shall have the meanings respectively ascribed to them in the foregoing Intimation.

Dated: 2018

for and on behalf of
Iberica Food & Culture Limited





CASTLEBROOK HOLDINGS LIMITED
THE ROYAL BANK OF SCOTLAND PLC

ASSIGNATION OF RENTS
relating to 140 St Vincent
Street, Glasgow

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This Assignment

Between

- (1) **Castlebrook Holdings Limited** (Registered Number 00917458) and whose registered office is 7th Floor, Dashwood House, 69 Old Broad Street, London, EC2M 1QS (**Borrower**); in favour of
- (2) **The Royal Bank of Scotland plc**, Company Number SC90312 Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ (**Lender** which expression where the context so admits shall include the person for the time being deriving title under it and its assigns).

Whereas

- (A) The Lender has made funding available to the Borrower; and
- (B) One of the conditions to the continuing availability of such funding is that the Borrower grants to the Lender this assignment in security and the Borrower has therefore agreed to grant (inter alia) this assignment in security for such funding.

It is agreed

1 Definitions

1.1 In the interpretation of this Assignment:

Assignment means this assignment in security

Assigned Rents means at any time such of the Rents as at that time have been assigned to the Lender pursuant to this Assignment and not retrocessed to the Borrower

Encumbrance means any mortgage, pledge, lien, charge, assignment by way of security, assignment in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

Leases means:

- (a) the lease of the Property (or parts thereof) particulars of which appear in the Schedule to which the Borrower now holds the landlord's interest by virtue of being the registered proprietor of the Property
- (b) any further leases or licences granted by the Borrower from time to time in respect of the Property (or any part thereof) and **Lease** means any one of them

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Rents means all sums payable now or in the future by way of rent (whether of a capital or a revenue nature) service charge, management fees, insurance premiums, rental guarantees,

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deposits (only insofar as not belonging to any of the occupational tenants) and all other monies of a similar nature (excluding service charges, management fees and insurance premiums) which become payable in any manner of way pursuant to the Leases and all interest on late payment under deduction of any monies attributable to any VAT liability on such sums.

Schedule means the schedule in 2 parts attached to and forming part of this Assignment signed as relative hereto.

Secured Liabilities means all or any monies and liabilities present or future which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Borrower whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's accounts and so that interest shall be computed and compounded according to the usual rates and practice of the Lender as well after as before any demand made or decree obtained.

Tenants means the tenants for the time being under the Leases and includes any guarantors, trustees in sequestration, receivers, liquidators, administrators or similar persons in relation to the Tenants.

- 1.2 References to this Assignment and to any provisions of it shall be construed as references to it in force for the time being and as amended, varied, supplemented, substituted or novated from time to time.
- 1.3 Words importing the singular are to include the plural and vice versa and words denoting any gender shall include all genders.
- 1.4 References to any person are to be construed to include that person's permitted assignees or transferees or successors in title, whether direct or indirect.
- 1.5 Clause headings are for ease of reference only and are not to affect the interpretation of this Assignment.

2 Undertaking to pay

- 2.1 The Borrower undertakes to pay and discharge the Secured Liabilities to the Lender on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 The Borrower agrees that a certificate of the amount of any part or all of the Secured Liabilities signed by any manager of, or other signing official authorised by, the Lender shall be conclusive except where the certificate contains an obvious error.

3 Assignment in security

- 3.1 The Borrower in security of the payment and discharge when due of the Secured Liabilities hereby assigns to the Lender all its right title and interest in and to the Rents which are or may hereafter become payable to the Borrower as landlord under or in terms of the Leases.
- 3.2 The Borrower shall forthwith upon the execution of this Assignment procure that intimation is made to the Tenants of the fact that an assignment of the Borrower's interest in the Assigned Rents has been made in favour of the Lender, such intimations to be in the form set out in Part 2 of the Schedule.
- 3.3 The Borrower shall irrevocably instruct and request the Tenants with effect from the date of intimation to them of this Assignment to pay and make over to the Lender or as the Lender may direct from time to time, the Assigned Rents. The Borrower hereby declares that any recall by it of the foregoing instruction and request shall be ineffective unless either:
- (a) the Lender has consented in writing to such recall; or
 - (b) the Lender has granted a retrocession in whole or in part of the whole right, title and interest of the Lender in and to the Assigned Rents or the relevant portion of the Assigned Rents.
- 3.4 The Borrower declares and accepts that the receipt of the Lender issued in respect of the Assigned Rents shall be a full and sufficient discharge for them and fully binding on the Borrower (save in the case of obvious error).
- 3.5 Notwithstanding the assignments set out in clause 3.1, whilst this Assignment subsists the Borrower shall perform and continue to perform all obligations and liabilities imposed on it under the Leases.
- 3.6 Upon being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Lender will, on request, retrocede and re-assign to the Borrower the whole right, title and interest of the Lender in and to the Assigned Rents.

4 Ranking and Scope

- 4.1 The security created by this Assignment shall rank prior and preferred to all other security interests created or subsisting from time to time over all or any part of the Assigned Rents.
- 4.2 The Borrower undertakes that it shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Assigned Rents or the Leases.

5 Protection of Security

- 5.1 The Borrower undertakes to the Lender:
- (a) to keep the Lender fully and effectually indemnified against all losses, damages, costs, expenses, charges and liabilities of whatsoever nature arising under the Leases;

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- (b) to act in the manner of a responsible and reasonable landlord in relation to and to do such things as the Lender may (acting reasonably) from time to time request;
 - (c) to execute and procure such further documentation, acts and things as may from time to time be required by law or requested by the Lender in order to effect the assignation contained in clause 2.1 and/or any additional security in respect of the Rents or otherwise from time to time and the title of the Lender to any security from time to time comprised therein and to effect the rights and remedies of the Lender;
 - (d) not without the prior written consent of the Lender to purport to exercise or to exercise any rights of entry except in the ordinary course of business or other rights of enforcement as the landlord under the Leases and in particular not to compromise without such consent as aforesaid or release any obligation or payment which may from time to time be outstanding or due from the Tenants under the Leases;
 - (e) not to do or cause or permit to be done or omit to do anything which may depreciate, jeopardise or otherwise prejudice the value of or the enforceability or the recovery of the Rents; and
 - (f) not to grant or purport to grant any security interest over its entitlement to receive the Rents without the prior written consent of the Lender.
- 5.2 The Borrower undertakes to deliver to the Lender within fourteen days of written demand at no charge to the Lender all documents and deeds constituting the Leases and any notices served in relation to the Leases (or extract registered copies failing the availability of which certified true copies).
- 5.3 The security created by, and any security interest constituted pursuant to, this Assignment shall be a continuing security notwithstanding the Borrower's insolvency or winding up (by whatever means) or if the Borrower should cease to exist or any matter whatever and shall continue in full force and effect until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
- 5.4 The security created by, and any security interest constituted pursuant to, this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any other security interest, right or remedy which the Lender may now or at any time in the future hold in security for all or any part of the Secured Liabilities.
- 5.5 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedy provided by law.
- 5.6 If the Lender receives or is deemed to be affected by any notice, whether actual or constructive, of any subsequent security interest affecting any part of the Assigned Rents and/or the proceeds of sale thereof, the Lender may open a new account or accounts with the Borrower. If the

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Lender does not open a new account in accordance with this clause 5.6 it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of any subsequent security interest affecting any part of the Assigned Rents and as from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.

5.7 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:

- (a) any present or future security interest, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- (b) the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to the Borrower or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person; or
- (c) anything done or omitted which but for this provision might operate to exonerate the Borrower from all or any part of the Secured Liabilities; or
- (d) any legal limitation, disability, incapacity or other similar circumstance relating to the Borrower.

5.8 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:

- (a) take any action or obtain judgement or decree in any court against the Borrower;
- (b) make or file any claim to rank in a winding up or liquidation of the Borrower; or
- (c) enforce or seek to enforce any other security held by or available to the Lender in security of the Secured Liabilities.

5.9 Nothing contained in this Assignment shall limit the right of the Lender if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the security interest created by, or any security interest constituted pursuant to, this Assignment into a suspense account without any obligation on the Lender to apply all or any part of such monies in or towards the discharge of the Secured Liabilities.

5.10 The Lender shall not in any circumstances be liable to account to the Borrower for any loss or damage arising from any act, default or omission of the Lender in relation to the Assigned Rents or from any exercise or non-exercise by the Lender of any power, authority or discretion.

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conferred on the Lender in relation to the Assigned Rents by or pursuant to this Assignment or otherwise by any applicable law except to the extent caused by the wilful neglect or default of the Lender or its officers, employees or agents.

6 Further assurance

The Borrower shall do all such acts and things as the Lender may reasonably require for perfecting or protecting the security created by, or pursuant to, this Assignment and the exercise of all rights conferred on the Lender by this Assignment and shall grant such further security to the Lender as the Lender shall notify to the Borrower from time to time.

7 Power of attorney to the Lender

The Borrower hereby irrevocably appoints the Lender to be the Borrower's attorney (with full power to delegate) for it and in its name and on its behalf and as its act and deed:

- (a) to execute all deeds and documents which the Borrower is obliged to execute pursuant to this Assignment;
- (b) to do anything which the Borrower has agreed to do under this Assignment;

Provided that such Power of Attorney shall not be exercised unless the Borrower is in default of its obligations pursuant to this Assignment or any other facility or security documents.

8 Expenses

The Borrower undertakes on demand to pay the whole properly and reasonably incurred expenses of completing and enforcing the security created by this Assignment and any security interest constituted pursuant to this Assignment and the expense of any retrocession or discharge of the security created by this Assignment.

9 Indemnity

The Borrower shall indemnify the Lender and every attorney appointed by the Lender in connection with this Assignment against all liabilities and expenses properly and reasonably incurred by the Lender or him in the execution or purported execution of any of the rights conferred on the Lender or him by this Assignment and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Assigned Rents and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Assignment.

10 Notices

- 10.1 All notices or other communications to be made or given under this Assignment shall be in writing and shall be by first class pre-paid post or by fax.
- 10.2 Receipt shall be deemed to have occurred 48 hours after posting (unless hand delivered and then at the time of delivery) and if by fax when sent provided a transmission report is received.
- 10.3 Any notice to the Lender shall be addressed to:

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Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ or such other address as the Lender shall notify to the Borrower in writing from time to time.

10.4 Any notice to the Borrower shall be addressed to:

7th Floor, Dashwood House, 69 Old Broad Street, London, EC2M 1QS

11 Governing law

This Assignment will be governed by and construed according to Scots law and for the benefit of the Lender, the Borrower irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Lender to proceed against the Borrower in any other appropriate jurisdiction.

12 Separate provisions

If any provision of this Assignment is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality or enforceability of any other provision.

13 Consent to registration

The Borrower consents to the registration of this Assignment and of any certificate in clause 2.2 hereof for preservation and execution.

In witness whereof these presents consisting of this and the ⁷ preceding pages together with the Schedule are subscribed as follows:

Subscribed for and on behalf of
Castlebrook Holdings Limited
at LONDON

on 3/4/2018

in the presence of

) 
)
) Director/Secretary/Authorised Signatory

) MICHAEL JOHN TESTLER
)
) Full Name


Signature of witness

Name 

Address 


This is the Schedule referred to in the foregoing Assignment of Rents by Castlebrook Holdings Limited in favour of The Royal Bank of Scotland plc

Part 1 - Leases

Lease between The Trustees of the Derek William Stephen Self Invested Personal Pension and Iberica Food & Culture Limited dated 5 and 12 July and 2 November, all dates 2016 and undergoing registration in the Land Register of Scotland under Title Number GLA229290

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Part 2 - Form of Intimation

To: IBERICA FOOD & CULTURE LIMITED

Dated: ♦ 2018

Dear Sirs

We, **Castlebrook Holdings Limited (Borrower)** refer to the lease between us and you (**Lease**).

We enclose a certified true copy of an Assignment of Rents dated ♦ 2018 (**Assignment**) between the Borrower and **The Royal Bank of Scotland plc (Lender)** in terms of which the Borrower has assigned its respective whole right, title, interest and benefit in and to the rents due under the Lease to the Lender and, accordingly, we hereby give you notice of the Assignment.

Please pay the rent due under the Lease to the following account:

Account holder: Castlebrook Holdings Limited

Account number: 13037781

Sort code: 50-41-01

Bank: Natwest

Please acknowledge receipt of this letter and enclosure by signing the enclosed duplicate notice with acknowledgement and returning it to the Lender's solicitors – Addleshaw Goddard Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH (FAO – Heather Pearson).

Yours faithfully

Director

For and on behalf of **Castlebrook Holdings Limited**

Acknowledgement

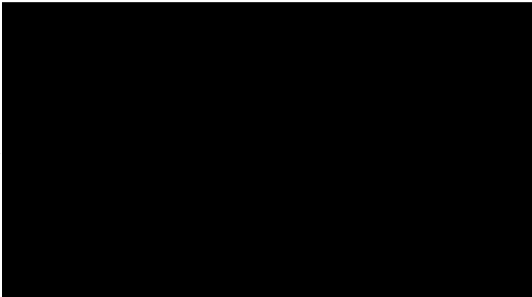
We, **Iberica Food & Culture Limited** acknowledge receipt of the foregoing Intimation and a copy of the Assignment referred to therein.

We also acknowledge, pursuant to the foregoing Intimation and the Assignment, that we will to pay the rent and other amounts under the Lease as requested, however, the Lender may give us a further notice requiring the payment of rent and other amounts to a different account, and that such a notice may be given by the Lender alone and may be acted on without further reference to the Borrower.

All defined terms used in this acknowledgement shall have the meanings respectively ascribed to them in the foregoing Intimation.

Dated: 2018

for and on behalf of
Iberica Food & Culture Limited



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