



Registration of a Charge

Company name: **DERBY REAL ESTATES (NO. 2) LIMITED**

Company number: **06847562**



X39SS2T6

Received for Electronic Filing: **11/06/2014**

Details of Charge

Date of creation: **30/05/2014**

Charge code: **0684 7562 0003**

Persons entitled: **ALDERMORE BANK PLC**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MEAVE ONEILL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6847562

Charge code: 0684 7562 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2014 and created by DERBY REAL ESTATES (NO. 2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014 .

Given at Companies House, Cardiff on 11th June 2014

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**

ASSIGNMENT OF RENTAL INCOME

This Deed of Assignment is made on the Date between the Assignor and Aldermore Bank PLC, whose registered office is at 1st Floor Block B, Western House, Peterborough Business Park, Lynch Wood, Peterborough PE2 6FZ registered in England No. 947662 (the "Lender") which terms shall include its transferees and Assignees

Date

30 May 2014

The Assignor

Derby Real Estate Ltd and Derby Real Estates (No 2) Limited (company numbers 08812284 and 06847562 respectively) the registered office of both companies being Heaton House, 148 Bury Old Road Manchester M7 4SE

The Property:

33 Victoria Street, Derby DE1 1ES

Freehold or Leasehold:

Freehold

Title Number:

DY62112

Details of Rents

Amount	Payer/Tenant	Agreement Details

THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this Deed the following terms shall have the following meanings:

"Rental Income" means the gross rents, licence fees and other monies receivable now or at any time in the future by the Assignor in respect of or arising out of any lease or licence or any other agreement relating to the occupation of the Property.

2. ASSIGNMENT

- 2.1 As a continuing security for all monies and liabilities from time to time due, owing or incurred by the Assignor to the Lender, the Assignor hereby assigns to the Lender all Rental Income in favour of the Lender by way of first fixed charge as a continuing security for the payment and discharge of the monies and liabilities referred to above.

- 2.2 The Lender's rights under this Assignment are in addition to and without prejudice to any rights which the Lender or any receiver appointed by the Lender may have to the Rental Income under the Law of Property Act 1925 (or any statutory provisions amending, modifying or replacing the same).

3. RENT AUTHORITIES

- 3.1 The Assignor shall at any time on written demand from the Lender instruct (in such form as the Lender may require) all tenants and other occupiers of the Property to pay all Rental Income to such account in the name of the Lender as the Lender may elect and take all steps necessary to ensure compliance with such instructions including obtaining acknowledgements thereof.
- 3.2 In the event that the Assignor fails to comply with any demand of the Lender to issue any instructions under clause 3.1 the Lender shall have power in the name of the Assignor to give such instructions to the relevant tenants or occupiers.
- 3.3 The Lender may apply any Rental Income received as it considers fit towards discharge of the liabilities and monies secured by this Assignment.

4. COVENANTS

- 4.1 The Assignor covenants with the Lender:
- 4.1.1 promptly and at its own expense to take all action necessary (except forfeiture) to ensure that all Rental Income is paid at the times and in the manner prescribed and forthwith upon written request from the Lender to pay the Lender (without deduction or set off) all moneys received as Rental Income and to hold the same on trust for the Lender until so paid;
- 4.1.2 to ensure that no person other than the Lender obtains any right in respect of the Rental Income;
- 4.1.3 expeditiously to comply with all rent review procedures related to the Rental Income and not to agree any revised rent without the prior written consent of the Lender (not to be unreasonably withheld or delayed).

5. POWER OF ATTORNEY

- 5.1 The Assignor by way of security irrevocably appoints the Lender to be the attorney of the Assignor (with full powers of substitution and delegation) for the Assignor in the name of or otherwise and on behalf of the Assignor and as the act and deed of the Assignor to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor is obliged to do under the provisions contained in this Assignment and generally in the name of the Assignor and on behalf of the Assignor to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment by statute of the Lender and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which they deem proper in the exercise of all or any of the powers, authorities and discretions conferred on the Lender under this Assignment.

6. NO LIABILITIES AS MORTGAGEE IN POSSESSION

Nothing contained in the Assignment shall be deemed to constitute the Lender as mortgagee in possession of the Property.

The Assignor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of clause 5.

7. COSTS AND EXPENSES

All costs, charges and expenses (together with any VAT) incurred by the Lender in the preservation and enforcement of the security under this Assignment shall be reimbursed by the Assignor to the Lender on demand on a full indemnity basis.

8. DISCHARGE

The Lender shall at the request and cost of the Assignor discharge the security under this Assignment following the final unconditional and irrevocable payment and discharge of all the monies and liabilities hereby secured.

9. SECURITY

- 9.1 This Assignment is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of monies and liabilities hereby secured.
- 9.2 The rights and powers conferred on the Lender under this Agreement are not affected by any release discharge, variation or invalidity of any other security held by the Lender.
- 9.3 The perpetuity period for the trusts created under this Assignment is 80 years.
- 9.4 The rights and powers conferred on the Lender under this Assignment are in addition to any right conferred on it by law and statute.
- 9.5 We can assign or transfer this Assignment. We can disclose to any person connected with us and/or any person to whom we are proposing to transfer or assign or sub-participate or have transferred or assigned or sub-participated any of our rights under this Assignment (or any advisors) any information about you or any party connected or associated with you. You may not transfer your rights or obligations.

IN WITNESS whereof the Assignor has executed and delivered this Deed as a deed the day and year first above written.

SIGNED AS A DEED AND DELIVERED by the Assignor in the presence (where applicable) of the Witness(es):-

Witnesses

Executed as a Deed by
the Derby Real Estate Ltd
acting by two Directors or
by a Director and its Secretary

Director


} Printed Name

Director/Secretary

Printed Name

OR

Executed as a Deed by
the Derby Real Estate Ltd
acting by one Director in
the presence of a witness

Witness signature : 

Witness printed Name:
MOLISE SINITSKY
Address: 5 OKEOVER ROAD
SALFORD M7 4JX

Director

Printed Name CHAGAI KAHN

Executed as a Deed by
the Derby Real Estates (No 2) Limited
acting by two Directors or
by a Director and its Secretary

Director


} Printed Name

Director/Secretary

Printed Name

OR


Executed as a Deed by
the Derby Real Estates (No 2) Limited
acting by one Director in
the presence of a witness

Witness signature : 

Witness printed Name:
MOLISE SINITSKY
Address: 5 OKEOVER ROAD
SALFORD M7 4JX

Director

Printed Name CHAGAI KAHN



EXECUTED as a DEED by
as the attorney for and on behalf of
ALDERMORE BANK PLC
In the presence of:

Witness Name:

Witness Address: