



Registration of a Charge

Company name: **LOCHLOMOND ASSETS LIMITED**

Company number: **08627336**



X7X4QSIZ

Received for Electronic Filing: **14/01/2019**

Details of Charge

Date of creation: **10/01/2019**

Charge code: **0862 7336 0004**

Persons entitled: **LLOYDS 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 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: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8627336

Charge code: 0862 7336 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2019 and created by LOCHLOMOND ASSETS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th January 2019 .

Given at Companies House, Cardiff on 16th January 2019

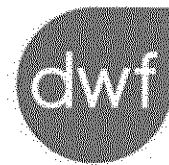
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



ASSIGNATION OF RENTS

by

LOCHLOMOND ASSETS LIMITED

in favour of

LLOYDS BANK PLC

SUBJECTS: LOCH LOMOND OUTDOOR CENTRE, ARDLUI, ARROCHAR

**DWF LLP
No. 2 Lochrin Square
96 Fountainbridge
Edinburgh
EH3 9QA
REF: N7969-4951**

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WE, **LOCHLOMOND ASSETS LIMITED**, incorporated under the Companies Acts (Company Number 08627336) and having our Registered Office at 1st Floor Rico House, George Street, Prestwich, Manchester M25 9WS in security of all advances and all sums of principal, interest and charges which are now or which may at any time become due, and all obligations and liabilities which are now or which may at any time become due to **LLOYDS BANK PLC**, incorporated under the Companies Acts (Company Number 2065) and having its Registered Office at 25 Gresham Street, London, EC2V 7HN (hereinafter referred to as "the Lender" which expression shall include its successors and assignees whomsoever) (all of which sums and obligations are hereinafter referred to as "our personal obligation"), DO HEREBY ASSIGN to and in favour of the Lender our whole entitlement to receive from the tenant (the "Tenant") for the time being and from time to time under the lease between Freeland Developments (Scotland) Limited and West Dunbartonshire Council dated 25 February 2010 and 3 March 2010 and registered in the Books of Council and Session on 11 June 2010 (the "Lease") as varied from time to time, all sums payable now and in the future in terms of the Lease in name of rent, including all interest or payments on late payment of rent and the whole amount of any future increase in rent resulting from the provisions of any review of rent (all together hereinafter called "the Rents"); And by our execution of these Presents (this "Assignment") we irrevocably direct and authorise the Tenant with effect from the date of intimation of this Assignment to such Tenant to pay and make over to the Lender or as the Lender may from time to time direct such of the Rents and all instalments thereof as (a) may then have become due by the Tenant under the Lease and are unpaid and (b) thereafter become due, as and when the same fall due for payment; And the receipt of the Lender shall be as valid and effective an acknowledgment of all such payments as if given by us; And we bind and oblige ourselves that:-

1. The security created by this Assignment shall be a continuing security, shall not be affected by any fluctuations in our personal obligation or by the existence at any time of a credit balance on any current or other account, and shall be in addition and without prejudice to, and shall not be prejudiced by, any other security, heritable or moveable, or guarantee which the Lender holds or may hold in respect of our personal obligation or any part thereof, it being always in the power of the Lender to sell, dispose of, surrender or abandon all or any part of such securities or the shares of property to which they relate or allow these to be sold, disposed of, surrendered or abandoned and to apply the same to any account or item of account or any transaction to which the same may be applicable or to give up, cancel or relinquish any such guarantee without in any manner affecting the security hereby created or releasing our personal obligation.
2. It shall be in the power of the Lender, at its own discretion and without consulting us, to transact or compromise with or give time to any other party liable with or for us without impairing or affecting our liability under the security created by this Assignment.
3. At any time and from time to time after the Lender shall have lawfully demanded payment of any money or discharge of any obligation or liability hereby secured of which payment or discharge was already due at the time of that demand or became due by virtue of that demand, the Lender

shall have full power without any further notice being given to us to assign our interest in the Lease and generally to do everything in relation to the Lease which we, our executors, successors, representatives or administrators could have done if these presents had not been granted.

4. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
5. All money received by the Lender in the exercise of any powers conferred by this Assignment shall be applied after the discharge of all liabilities having priority thereto in or towards satisfaction of such of the moneys, obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine.
6. Upon the occasion of any permitted assignment of the Tenant's interest in the Lease we shall forthwith intimate the same to the Lender with full details of the assignee and shall grant such further or additional deeds or documents as may be required to procure that such assignee shall continue to pay that part of the Rents due under the relevant Lease and all instalments thereof as provided for herein.
7. If the Lender receives intimation of any subsequent charge or security affecting the Lease the Lender may open a new account for us. If the Lender does not open a new account then unless the Lender gives express written notice to the contrary to us it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of us 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 due from us to the Lender at the time when it receives notice.
8. No failure to exercise and no delay in exercising on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof, or the exercise of any other right, power or privilege. No waiver by the Lender shall be effective unless it is in writing.
9. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.
10. Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. This Assignment shall be governed and construed according to the law of Scotland and we hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

We consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:-

For and on behalf of Lochlomond Assets Limited



signature of witness

BROCHA ENCHINE

full name of above (print)

Brocha Enchine

22 Park Lane Court, Bury New Road
Manchester, M7 4LP

Secretary

address of witness



signature of Director/Authorised Signatory

ANDREW BERKELEY

full name of above (print)

28/12/19

date of signing

MANCHESTER

place of signing