

MR01

Particulars of a charge

191806/13.

Laserform

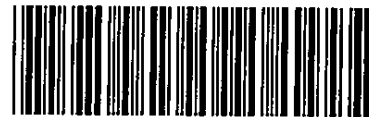
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

WEDNESDAY



A3K12SQB

A17

05/11/2014

#295

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number: 0 8 8 1 1 3 1 7
Company name in full: Kerrywell Projects Ltd

2 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date: d 2 d 2 m 1 m 0 y 2 y 0 y 1 y 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name: Barclays Bank plc

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Tenants' interest in the lease between the Members of the 1999/2000 Inverclyde Syndicate and Mapeley Delta Acquisition Co (1) Limited dated 15 September 2006 and 16 January 2007, tenant's interest in which is registered in the Land Register of Scotland under Title Number REN122494

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?

Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X 

Partner for Pinsent Masons LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Elaine Moffat/Russell Munro

Company name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8811317

Charge code. 0881 1317 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2014 and created by KERRYWELL PROJECTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2014

Given at Companies House, Cardiff on 11th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EDINBURGH 24 October 2014
CERTIFIED A TRUE COPY
Handwritten signature
PINSENT MASONS LLP
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH EH3 9AQ

ASSIGNATION OF RENTS

by

KERRYWELL PROJECTS LTD

In favour of

BARCLAYS BANK PLC

as Security Agent

Subjects: 4 Main Street, Greenock



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ

Tel +44 (0)131 777 7000

Fax +44 (0)131 777 7003

E-Mail enquiries@pinsentmasons.com

Web Site <http://www.pinsentmasons.com>

55,025,576v4.DOC

WE, **KERRYWELL PROJECTS LTD** registered under the Companies Acts (Company Number 08811317) having our registered office at Flat 1, Allanadale Court, Waterpark Road, Salford, M7 4JN (hereinafter referred to as the "Borrower") CONFIRM and DECLARE that, in this Assignment of Rents (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facilities Agreement (as hereinafter defined), (b) the following words and expressions shall have the respective meanings given to them, namely:-

"Agent(s)" means either or both of the Facility Agent and/or the Security Agent as the context may require;

"Event of Default" means any event or circumstance specified as such in Clause 16 (Default) of the Facilities Agreement,

"Facilities Agreement" means the £5,400,000 facility agreement dated on or around the date of this Standard Security and made between the Borrower and Barclays Bank plc as the Arranger, Original Lender, Facility Agent and Security Agent as amended, supplemented, novated, extended or restated from time to time,

"Finance Document" has the meaning given to it in the Facilities Agreement,

"Finance Party" means a Lender or an Agent and other party designated in writing as a Finance Party from time to time by the Facility Agent,

"Lender" means an Original Lender or any person who becomes a Lender after the date of the Facilities Agreement,

"Property" means ALL and WHOLE the tenants' interest in the lease between the Members of the 1999/2000 Inverclyde Syndicate and Mapeley Delta Acquisition Co (1) Limited dated 15 December 2006 and 16 January 2007, the tenant's interest in which is registered in the Land Register of Scotland under Title Number REN122494 being the subjects more particularly described in the aftermentioned Standard Security,

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Borrower in connection with the letting of the Property, including each of the following amounts (without double counting):

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of the Borrower,

- (d) any other monies paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) if such renunciation, surrender or variation is permitted under this Agreement and subject to any conditions required by the Facility Agent in connection with that permission, any sum paid or payable, or the value of any consideration given, for the renunciation, surrender or variation of any Lease Document (including any dilapidation payments),
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Borrower in connection with such changes, compensation or settlement

"Secured Liabilities" means any liability expressed to be due, owing or payable by the Borrower under or in connection with the Finance Documents;

"Security Agent" means Barclays Bank plc incorporated in England (Registered Number 01026167) whose registered office is at 1 Churchill Place, London for itself as a Finance Party and in its capacity as security agent and Agent for the Finance Parties, which expression shall include any successor security agent and Agent appointed from time to time,

and (c) the provisions of Clause 1.2 (Construction) of the Facilities Agreement apply to this Assignment of Rents as though they were set out in full in this Assignment of Rents, except that references to the Agreement are construed to be references to this Assignment of Rents, And WE the Borrower CONSIDERING THAT WE HAVE GRANTED a Standard Security dated of even date with our execution of these presents in favour of the Security Agent over ALL and WHOLE the Property, FURTHER CONSIDERING that we the Borrower have agreed to grant these presents as additional security for the Secured Liabilities; NOW THEREFORE we the Borrower Do HEREBY ASSIGN in security to and in favour of the Security Agent our whole right, title and interest in and to the Rental Income; And we the Borrower undertake that we shall, following the occurrence of an Enforcement Action, at the request of the Security Agent and at our own expense, grant and execute such other deeds and documents and take all lawful action as may in the opinion of the Security Agent be required to enable the Security Agent to obtain possession of, recover and uplift the Rental

Income, And we the Borrower acknowledge and agree that the Security Agent may at any time (without notice or consent) assign this Assignment of Rents to any person and in case of any such assignation, the Assignee shall have the benefit of all the obligations of the Borrower and the provisions contained in this Assignment of Rents and may at any time exercise all rights and remedies of the Security Agent for securing the Secured Liabilities, And we the Borrower grant warrandice, And we the Borrower consent to the registration of these presents for preservation and execution, This Assignment of Rents will be governed by Scots Law and we hereby prorogate the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents, consisting of this and the preceding pages, together with the schedule attached, are executed as follows -

SUBSCRIBED for and on behalf of
KERRYWELL PROJECTS LTD

at Salford 21st day
on the 21st day
of October 2014
by

..... BENNY STONE Director

..... *Benny Stone* Full Name

before this witness

..... *David Newirth* Witness

..... DAVID NEWIRTH Full Name

..... 66 Hellingth St East Address

..... Salford, M7 4DW

This is the Schedule referred to in the foregoing Assignment of Rents by KERRYWELL PROJECTS LTD in favour of BARCLAYS BANK PLC as Security Agent

The Lease

Lease between Kerrywell Projects Limited and EE Limited dated 17 and 27 June 2014 and registered in the Books of Council and Session on 8 July 2014

Lease between Delta Acquisition Co (1) Limited and Scottish Power UK plc dated 30 June 2000 and 19 April 2001 the tenant's interest under which is registered in the Land Register of Scotland under Title Number REN 105799

.....*B. Stone*.....Director