

# MR01

## Particulars of a charge

U . 110240/13



**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](http://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 no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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 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 must be scanned and placed on the public record. **Do not send the original.**

MONDAY



\*S4BJZ62R\*

SCT 13/07/2015 #417

COMPANIES HOUSE

FOR OFFICIAL USE

(2)

**Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number 0 9 5 5 2 9 3 3

Company name in full AIRBLES ASSETS LIMITED

### 2 Charge creation date

Charge creation date d 2 d 9 m 0 m 6 y 2 y 0 y 1 y 5

### 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 LLOYDS 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

MR01

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

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

  
For and on behalf of CMS Cameron McKenna LLP

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 LAKI/DACM/109704.00038

Company name CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode E H 1 2 E N

Country

DX DX553001

Telephone 0131 200 7639

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9552933

Charge code. 0955 2933 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2015 and created by AIRBLES ASSETS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2015.

Given at Companies House, Cardiff on 20th July 2015



**Companies House**



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

CERTIFIED AS A TRUE AND  
COMPLETE COPY OF THE  
ORIGINAL SAVE FOR  
REDACTIONS UNDER  
S.859G COMPANIES ACT 2006

Date. 13/7/15  
CMS Cameron McKenna LLP,  
Saltire Court, 20 Castle Terrace,  
Edinburgh EH1 2EN

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**ASSIGNATION OF RENTS**

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by

**AIRBLES ASSETS LIMITED AND AIRBLES ASSETS (2) LIMITED**

in favour of

**LLOYDS BANK PLC**

**Property: 250 AIRBLES ROAD, MOTHERWELL**

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CMS Cameron McKenna LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN

T +44 131 228 8000  
F +44 131 228 8888

Ref 109704 00038

## ASSIGNATION OF RENTS

**BY:**

- (1) **AIRBLES ASSETS LIMITED**, incorporated under the Companies Acts with Registered Number 09552933 and having its registered office at 32 Winders Way, Salford M6 6AR and **AIRBLES ASSETS (2) LIMITED**, incorporated under the Companies Acts with Registered Number 09552390 and having its registered office at 32 Winders Way, Salford M6 6AR (together, the **Borrower**),

in favour of

- (2) **LLOYDS BANK PLC** incorporated under the Companies Acts (Registered Number 2065) and having its Registered Office at 25 Gresham Street, London EC2V 7HN (the **Lender**)

**CONSIDERING THAT** (One) the Borrower is entitled by virtue of the Leases in respect of the Property to receive the rents and others payable by the tenants under the Leases, and (Two) the Borrower has agreed to grant to the Lender (inter alia) an assignment of the rents and others payable by the tenants under the Leases

**NOW IT IS HEREBY PROVIDED AND DECLARED THAT:-**

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Assignment (including its recital and Schedule) -

**Default Rate** has the meaning given to that term in the Standard Security,

**Leases** means the leases affecting the Property detailed in Part C of the Schedule, together with any further leases, sub-leases, licences or rights to occupy granted by the Borrower of the Property or any part thereof, as such may be amended, varied or supplemented from time to time,

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts

- (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 moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on that 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) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Leases,
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Leases,
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Leases.
- (i) any Tenant Contributions, and
- (j) 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

**Property** means the subjects more particularly described in Part B of the Schedule, and

**Schedule** means the Schedule in three Parts annexed and executed as relative hereto,

**Secured Liabilities** means all sums and obligations currently due and all sums and obligations which will or may become due or may be accruing due by the Borrower and/or for which the Borrower is or may become liable or responsible to the Lender in any way or in any circumstances, whether alone or jointly with any other person or persons and whether as principal debtor, cautioner, guarantor, indemnifier or surety or otherwise,

**Standard Security** means the standard security dated on or around the date hereof by the Borrower in favour of the Lender over the Property, and

**Tenant Contributions** means any amount paid or payable to the Borrower by any tenant under the Leases or any other occupier of the Property, by way of

- (a) contribution to
  - (i) ground rent
  - (ii) insurance premia

- (iii) the cost of an insurance valuation,
- (iv) a service or other charge in respect of the Borrower's costs in connection with any management repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property, or
- (v) a reserve or sinking fund or

(b) VAT

- 1 3 The expressions "the Borrower" and "the Lender" shall include the successors, assignees and transferees of the Borrower and the Lender
- 1 4 Unless any provision of this Assignment or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force
- 1 5 In this Assignment the singular includes the plural and vice versa Clause headings are for convenience of reference only
- 1 6 Any reference in this Assignment to a document of any kind whatsoever (including this Assignment) is to that document as amended or restated or varied or renewed or extended or supplemented or novated or substituted from time to time

## 2 OBLIGATION TO PAY

The Borrower undertakes immediately, jointly and severally, on demand to pay, perform and discharge the Secured Liabilities to and for the benefit of the Lender If the Borrower fails to pay any amount under this Assignment when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender

## 3 ASSIGNATION IN SECURITY

- 3 1 In security of the payment and discharge of its obligations hereunder and in respect of the Secured Liabilities the Borrower hereby assigns to the Lender free of all liens, charges and other encumbrances rights of set-off and counter-claim competent to the Borrower, the Borrower's whole right, title, interest and benefit in and to the Rental Income
- 3 2 The Borrower undertakes to the Lender to use reasonable endeavours to procure payment of rent and other sums on the due dates under the Leases and to take reasonable and proper steps to obtain payment of the same and any interest thereon as soon as reasonably possible thereafter

4       **PERFECTION OF SECURITY**

4 1       The Borrower binds and obliges itself to take all steps as are within its power as the Lender may request to perfect under any appropriate law the security hereby intended to be granted or any security interest constituted pursuant to this Assignment in respect of all or any of the Rental Income or for the purposes of protecting such security or facilitating the realisation of the Rental Income or the exercise of the Lender's rights hereunder

4 2       The Borrower shall co-operate with the Lender in

4 2 1     procuring that intimation is made as soon as reasonably practicable after the execution of this Assignment to tenants under the Leases of the fact that an assignment of the Borrower's interest in the Rental Income has been made in favour of the Lender such intimations to be substantially in the form set out in Part A of the Schedule, and

4 2 2     using reasonable endeavours to procure that the Lender receives an acknowledgement from such tenants of this Assignment in the form contemplated thereby

4 3       The Borrower further undertakes to grant such further Assignations and intimations on the same terms as herein provided as the Lender shall require in relation to any Rental Income payable in respect of further leases granted by the Borrower in respect of its interest in the Property

4 4       The Borrower shall (if requested by the Lender) deposit with the Lender, and the Lender during the continuance of this security shall be entitled to hold, all deeds and documents of title which would otherwise be in the Borrower's custody or control and which relate to the Property and/or Rental Income

5       **ADDITIONAL SECURITY PROVISIONS**

5 1       The Borrower hereby undertakes and warrants to the Lender in respect of the Leases that -

5 1 1     it will not, without the Lender's prior written consent (i) agree to any amendment or variation to any Lease which might result in the security hereby contemplated being or becoming ineffective or (ii) terminate any Lease,

5 1 2     it will notify the Lender as soon as the Borrower becomes aware of any breach of any Lease by any other party,

5 1 3     it will perform its obligations under the Leases in accordance with their terms,

5 1 4     it will do all things which may be reasonably necessary or desirable to cause the Rental Income to become payable and be paid on the due date for payment as contained in the Leases.

- 5 1 5 it will not, without the Lender's prior written consent, grant, agree to grant, vary, agree to vary or accept the surrender of any of the Leases or grant consent for the alienation of the tenant's rights under any of the Leases.
- 5 1 6 it will not, without the Lender's prior written consent, purport the exercise of or exercise any rights of enforcement as landlord under the Leases and, in particular, but without limitation to the foregoing generality, will not without such consent as aforesaid compromise or release any obligation or payment which may from time to time be outstanding or due from the tenants under the Leases,
- 5 1 7 it will not 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 of recovery of the Rental Income
- 5 2 In the event that any of the tenants shall request the approval or co-operation of the Borrower in order to assign, encumber or otherwise deal with the whole or any part of their interest in any of the Leases, the Borrower shall as soon as reasonably practicable inform the Lender of such request and shall not give any such approval or co-operation without the prior written confirmation of the Lender that it is satisfied that its interests could not be adversely affected thereby
- 5 3 It is declared for the avoidance of doubt that no obligations be assumed by the Lender under any Lease by virtue of the execution and delivery of this Assignment and no liability shall fall upon the Lender by virtue thereof in consequence of any failure by the Borrower to perform its obligations thereunder

## 6 RETROCESSION

Upon irrevocable payment or discharge in full of the Secured Liabilities, the Lender shall at the request and cost of the Borrower retrocede and re-assign to the Borrower (or as the Borrower directs) the Borrower's whole right, title, interest and benefit in and to the Rental Income

## 7 MANDATE AND ATTORNEY

- 7 1 The Borrower subject to Clause 7 2, hereby irrevocably appoints the Lender to be its mandatory and attorney for and on behalf the Borrower and in its name or otherwise and as its act or deed to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Rental Income or for vesting any of the Rental Income in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignment security and/or assurance or any writing, assurance, document or act

which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Rental Income

7 2 Such appointment shall take effect immediately, but the powers conferred thereby shall only become exercisable upon the occurrence of an Event of Default

7 3 The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall lawfully do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 7

7 4 The Lender shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Assignment (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation

#### **8 RECOVERY OF RENTAL INCOME**

The Lender shall not be under any obligation to take any steps to recover any rents or other monies and shall not be under any liability by reason of its having abstained from taking such steps

#### **9 INDEMNITY**

The Lender and every attorney, manager, agent or other person appointed by the Lender in connection herewith shall be entitled to be indemnified out of the Rental Income in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of any of the rights, powers, authorities or discretions vested in them or him pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Rental Income, and the Lender may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred

#### **10 SEVERABILITY**

Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

11     **NOTICES**

All notices, requests, demands and other communications to be given under this Assignment shall be given and/or be deemed to be given in the same manner as notices to be given under the Standard Security

12     **FURTHER ASSURANCE**

The Borrower shall execute and do all such assurances, acts and things as the Lender may require for perfecting or protecting (by registration or in any other way) the security created or intended to be created by or pursuant to this Assignment over the Rental Income or for facilitating the realisation of all or any part of the Rental Income and the exercise of all powers, authorities and discretions conferred on the Lender pursuant to this Assignment

13     **GOVERNING LAW AND JURISDICTION**

- 13 1     This Assignment shall be construed and governed in all respects in accordance with the law of Scotland
- 13 2     For the benefit of the Lender, the Borrower irrevocably agrees that the Court of Session in Edinburgh is to have jurisdiction to settle any disputes which may arise out of or in connection with this Assignment and that, accordingly, any suit, action or proceedings arising out of or in connection with this Assignment (**Proceedings**) may be brought in that Court and for no other purposes the Borrower irrevocably prorogates the jurisdiction of that Court. The Borrower irrevocably waives any objection to Proceedings in that Court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum
- 13 3     Nothing in this Clause 13 shall affect any right any person may have to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude any person from taking Proceedings in any other jurisdiction
- 13 4     The Borrower irrevocably consents to any process in any Proceedings anywhere being served where permitted by law by mailing a copy by registered or certified prepaid post to the Borrower in accordance with the terms of Clause 11 above. Nothing shall affect the right to serve process in any other manner permitted by law

14 CONSENT TO REGISTRATION

A Certificate signed by an authorised officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Borrower, and no suspension of a charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Borrower hereby consents to the registration of this Assignment and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages together with the Schedule in 3 parts annexed are executed as follows

SUBSCRIBED for and on behalf of AIRBLES ASSETS LIMITED.

[Redacted Signature]

MORDECAI HALPERN

Director

Print Full Name

[Redacted Signature]

Witness Signature

N. RENNIE

Witness Full Name NORMAN RENNIE

[Redacted Address Line 1]

Witness Address

[Redacted Address Line 2]

[Redacted Address Line 3]

Witness Occupation DESPATCH

at 4TH SAUND

on 29 day of June 2015

SUBSCRIBED for and on behalf of AIRBLES ASSETS (2) LIMITED.

[REDACTED]

Director

McDECH HALLAN

Print Full Name

[REDACTED]

N. RENNIE

Witness Signature

Witness Full Name NORMAN RENNIE

[REDACTED]

Witness Address

[REDACTED]

DEBATH

Witness Occupation

at ~~APP~~ SALFORD

on 29 day of June 2015

*This is the Schedule referred to in the foregoing Assignment of Rents by AIRBLES ASSETS LIMITED and AIRBLES ASSETS (2) LIMITED in favour of LLOYDS BANK PLC*

**Part A**

**FORM OF INTIMATION TO TENANTS**

To Each Tenant under Occupational Leases

Dear Sirs

Re: [Property]

- 1 We refer to the lease between [ ] and [ ] dated [ ] and registered [ ] (the Lease)
- 2 We, [ ], hereby intimate that we have assigned to Lloyds Bank plc (the Lender) all our right, title and interest in and to the Rental Income receivable by the landlords in terms of the Lease
- 3 We, [ ], irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Lender to the contrary to pay all moneys payable by you to us pursuant to, under or in connection with the Lease into the following account (Account No [ ] with [ ] at [ ]) (the Rental Account) unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender. This authority and instruction is irrevocable without the prior written consent of the Lender
- 4 Despite the assignation referred to above or the making of any payment by you to the Lender pursuant to it, we shall remain liable to perform all our obligations under the Lease and neither the Lender nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Lease
- 5 Until such time as you receive instructions from the Lender to the contrary, we shall not and you agree that we shall not amend, vary or waive (or agree to amend, vary or waive) any provision of the Lease without the prior written consent of the Lender
- 6 This letter is governed by the laws of Scotland

Please acknowledge receipt of this letter and your acceptance of the contents of this letter by signing the attached form of acknowledgement and forwarding it to the Lender's legal advisers

Yours faithfully

For and on behalf of [ ]

**Form of Acknowledgement from Occupational Tenants**

CMS Cameron McKenna LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
FAO Darren Craig

[Date]

Dear Sirs

**Re: [Property]**

We acknowledge receipt of a Notice dated [ ] and addressed to us by [ ] (the **Borrower**) regarding the Lease (as defined in the Notice) mentioned in such Notice and we accept the instructions and authorisations contained in such Notice

We acknowledge and confirm that -

- (a) We have not, as at the date of this Acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Borrower under or in respect of the Lease (as defined in the Notice) and
- (b) We shall pay all rent payable by us under the Lease in the Rental Account (as defined in the Notice) and we shall continue to pay those monies into the Rental Account until we receive the Lender s (as defined in the Notice) written instructions to the contrary

This letter is governed by the laws of Scotland

Yours faithfully

**For and on behalf of [tenant] [guarantor]**

**Part B**  
**THE PROPERTY**

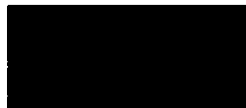
ALL and WHOLE the subjects on the north side of Airbles Road Motherwell registered in the Land Register of Scotland under Title Number LAN134360

**Part C**  
**THE LEASES**

Lease between the Borrower and Ascensos Limited based on missives dated on or around 30 June 2015

A black rectangular box redacting a signature.

**Director**

A black rectangular box redacting a signature.

**Director**