



Registration of a Charge

Company Name: **WICK PROPERTIES 2 LTD**

Company Number: **13723015**



Received for filing in Electronic Format on the: **13/01/2022**

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Details of Charge

Date of creation: **06/01/2022**

Charge code: **1372 3015 0003**

Persons entitled: **UNITY TRUST BANK PLC**

Brief description:

Contains fixed charge(s).

Chargor acting as a bare trustee for the property.

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: 13723015

Charge code: 1372 3015 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2022 and created by WICK PROPERTIES 2 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2022 .

Given at Companies House, Cardiff on 14th January 2022

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**

THIS IS AN IMPORTANT DOCUMENT, SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND, YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY) (SCOTLAND) ACT 2015, THIS ASSIGNATION OF RENTS IS DELIVERED ON 6 January 2022.

WE, **WICK PROPERTIES 1 LTD**, a company incorporated under the Companies Acts in England and Wales (Company Number 13723021), having its Registered Office at 2nd Floor, Parkgates Bury New Road, Prestwich, Manchester M25 0TL and **WICK PROPERTIES 2 LTD**, a company incorporated under the Companies Acts in England and Wales (Company Number 13723015), having its Registered Office at 2nd Floor, Parkgates Bury New Road, Prestwich, Manchester M25 0TL (hereinafter referred to as the "**Borrower**") CONSIDERING that the Borrower has been granted certain loan facilities under the Facilities Agreement dated **2 December 2021** between, the Borrower and **UNITY TRUST BANK PLC** (Company Number 01713124) having its registered office at Four Brindleyplace, Birmingham, B1 2JB (hereinafter referred to as the "**Facilities Agreement**"); FURTHER CONSIDERING that, in respect of the said loan facilities, the Borrower has granted or is about to grant a Standard Security in favour of the said Unity Trust Bank PLC over ALL and WHOLE those subjects detailed in Part 1 of the Schedule annexed and executed as relative hereto (hereinafter referred to as the "**Property**"); FURTHER CONSIDERING that the Borrower has agreed to grant these presents as additional security for the whole sums due or to become due under the Facilities Agreement, the said Standard Security or otherwise in any manner of way to Unity Trust Bank PLC and its successor(s) (hereinafter referred to as the "**Unity**"); NOW THEREFORE the Borrower Hereby ASSIGNS to and in favour of Unity its whole right, title and interest in and to the rents and monies due and to become due to the Borrower in terms of the Leases affecting the Property ("**Rental Income**"), the Leases currently affecting the Property being those detailed in Part 2 of the schedule annexed and executed as relative hereto; Together with the right to receive the Rental Income and issue a valid and effective receipt or receipts in respect of the same, which said receipt or receipts are hereby declared to be full and sufficient discharge and fully binding upon the Borrower; And the Borrower undertakes that it shall, at the request of Unity, at its own expense, grant and execute such other deeds and documents and take all such lawful action as may, in the opinion of Unity acting reasonably, be required to enable Unity to obtain possession of; recover and uplift the said rent and other monies; And it is hereby declared that Unity shall be bound and obliged to hold just count and reckoning with the Borrower for whatever sum or sums which Unity may receive in virtue of the Assignment hereinbefore granted and to make payment to the Borrower of any balance which may remain in Unity's hands after deduction of all sums of such part of the principal as is payable at that time, interest, costs, expenses and penalties due to Unity under the said Facilities Agreement and Standard Security or otherwise in any manner of way by the Borrower as the same shall be ascertained by a simple Certificate under the hand of a duly authorised officer for the time being of Unity, which Statement shall except in the case of manifest error be binding upon the Borrower; And upon re-payment being made of the said loan facilities and all other sums due in any manner of way to Unity, Unity shall be bound at the expense of the Borrower, to re-assign or retrocess the right to receive the said rent and other monies as aforesaid insofar as such right then continues to exist; And this Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts. Where not executed in counterparts, this Assignment shall take effect on the last date of

execution by the parties. Where executed in counterparts: (i) this Assignment will not take effect until each of the counterparts has been delivered; (2) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; (3) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this charge; And the Borrower grants warrandice from its own facts and deeds only; And the Borrower consents to the registration hereof for preservation and execution and of the said Certificate for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule annexed and executed as relative hereto are executed in counterpart by the parties as follows:

SUBSCRIBED for and on behalf of
WICK PROPERTIES 1 LTD

at SALFORD

on 23 DECEMBER 2021

By

Bernard Jous Lebrecht
Print Full Name

[REDACTED]
Director

before this witness

Shirley Apschütz
Print Full Name

[REDACTED]
Witness

Address

[REDACTED]
[REDACTED]
[REDACTED]

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SUBSCRIBED for and on behalf of
WICK PROPERTIES 2 LTD

at GALFORD

on 23 DECEMBER 2021

By

Bernard John Lebrecht
Print Full Name


Director

before this witness

Shirley Lipschutz
Print Full Name


Witness

Address







SUBSCRIBED for and on behalf of
UNITY TRUST BANK PLC

at BIRMINGHAM

on 5 JANUARY 2022

By

Carmel Randell
Print Full Name


Authorised Signatory

before this witness

Print Full Name

Witness

Address

THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING

This is the Schedule referred to in the foregoing Assignment of Rents by WICK PROPERTIES 1 LTD and WICK PROPERTIES 2 LTD in favour of Unity Trust Bank PLC

Part 1

The Property

ALL and WHOLE that plot or area of ground together with the buildings and others erected thereon known as and forming Wick Retail Park, South Road, Wick KW1 5NH being the whole subjects registered in the Land Register of Scotland under Title Number CTH2159.

Part 2

Leases

1. Unit 1 - Lease between Ediston Properties (Wick) Limited and Homebase Limited dated 13 March and 31 May and registered in the Books of Council and Session on 4 August all months in the year 2006 as subsequently varied and/or amended.
2. Units 2 & 3 - Lease between CEP KAMES UKPF NOMINEE 1 Limited and CEP KAMES UKPF Nominee 2 Limited and Farmfoods Limited dated 27 September 2021 as subsequently varied and/or amended.
3. Unit 4 - Lease between Ediston Properties (Wick) Limited and Argos Limited dated 6 March and 27 April and registered in the Books of Council and Session on 4 August all months in the year 2006 as subsequently varied and/or amended.
4. Unit 5 - Lease between Ediston Properties (Wick) Limited and New Look Retailers Limited dated 28 February and 27 April and registered in the Books of Council and Session on 4 August 2006 as subsequently varied and/or amended.
5. Unit 6 - Lease between Wick Retail Limited and Pets at Home Limited dated 25 May and 13 November and registered in the Books of Council and Session on 24 November all months in the year 2006 as subsequently varied and/or amended.
6. Unit 7 - Lease between Ediston Properties (Wick) Limited and Superdrug Stores plc dated 3 April and 2 May and registered in the Books of Council and Session on 17 August all months in the year 2006 as subsequently varied and/or amended.



Signature on behalf of Wick Properties 1 Ltd



Signature on behalf of Wick Properties 2 Ltd



Signature on behalf of Unity Trust Bank plc