



## Registration of a Charge

LLP name: **CURO (WEST CAMPBELL) LLP**

LLP number: **OC376984**



X5KGPI54

Received for Electronic Filing: **24/11/2016**

## Details of Charge

Date of creation: **22/11/2016**

Charge code: **OC37 6984 0007**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS  
SECURITY AGENT**

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 AS APPLIED BY  
THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF  
COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



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

LLP number: OC376984

Charge code: OC37 6984 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2016 and created by CURO (WEST CAMPBELL) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 24th November 2016 .

Given at Companies House, Cardiff on 25th November 2016

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**ASSIGNATION OF RENTS**

by

**CURO (WEST CAMPBELL) LLP**

in favour of

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

as Security Agent



**Pinsent Masons**

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**ASSIGNATION OF RENTS**

WE, CURO (WEST CAMPBELL) LLP, a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 (registered number OC376984) whose registered office is at Unit 9, Kopshop, 6 Old London Road, Kingston Upon Thames, Surrey KT2 6QF (hereinafter referred to as the "**Chargor**") 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 Facility Agreement (as hereinafter defined); (b) the following words and expressions shall have the respective meanings given to them, namely:-

**"Agent"** means The Governor and Company of the Bank of Ireland, a company registered in Ireland whose registered office is at 40 Mespil Road, Dublin 4 as agent of the other Finance Parties (as defined in the Facility Agreement);

**"Agreement for Lease"** means an agreement to grant an Occupational Lease for all or part of the Property;

**"Facility Agreement"** means the facility agreement dated on or around the date of this Assignment of Rents entered into between, inter alios, the Chargor and the Security Agent, as amended, supplemented, novated, extended or restated from time to time;

**"Lease"** means the lease between Curo (West Campbell) LLP and Curo Hotels (West Campbell) Limited dated 16 December 2013 the tenant's interest in which is registered in the Land Register of Scotland under title number GLA218152;

**"Lease Document"** means:-

- (a) the Lease;
- (b) an Agreement for Lease;
- (c) an Occupational Lease; or
- (d) any other document designated as such by the Agent and the Chargor;

**"Occupational Lease"** means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same;

**"Property"** means ALL and WHOLE the subjects known as 140 West Campbell Street, Glasgow G2 4TZ 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 Chargor 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 Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that 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 Lease Document;

- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document; 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 Chargor;

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document;

**"Security Agent"** means The Governor and Company of the Bank of Ireland, a company registered in Ireland whose registered office is at 40 Mespil Road, Dublin 4 for itself as a Secured Party and in its capacity as security agent and trustee for the Secured Parties, who pursuant to Clause 27 of the Facility Agreement holds the benefit of this Assignment of Rents on trust for the Secured Parties, which expression shall include any successor security agent and trustee appointed from time to time;

and (c) the provisions of Clause 1.2 (Construction) of the Facility Agreement apply to this Assignment of Rents as though they were set out in full in this Assignment of Rents, except that references to this Agreement are construed to be references to this Assignment of Rents; And WE the Chargor 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 Chargor have agreed to grant these presents as additional security for the Secured Liabilities; NOW THEREFORE we the Chargor 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 Chargor undertake that we shall, 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 Chargor warrant this Assignment of Rents absolutely; And we the Chargor 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 on this and the preceding page are executed as follows:

SUBSCRIBED for and on behalf of  
CURO (WEST CAMPBELL) LLP  
at EDINBURGH  
on the 22 day  
of NOVEMBER 2016  
by

..... Designated Member  
NEIL SMART GULLAN  
..... Full Name

before this witness .....  
..... Witness  
DAVID ELIZABETH MAE  
..... Full Name

QUARTERMILE TWO 2  
..... Address  
LISTER SQUARE EDINBURGH  
EN3 9GL