



Registration of a Charge

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

LLP number: **OC376984**



X7B2FMO9

Received for Electronic Filing: **27/07/2018**

Details of Charge

Date of creation: **09/07/2018**

Charge code: **OC37 6984 0014**

Persons entitled: **SANNE FIDUCIARY SERVICES LIMITED**

Brief description: **NOT APPLICABLE.**

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: **STEVEN TEMPLETON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC376984

Charge code: OC37 6984 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2018 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 27th July 2018 .

Given at Companies House, Cardiff on 31st July 2018

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

SANNE FIDUCIARY SERVICES LIMITED AS SECURITY AGENT

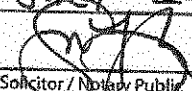


Certified a True Copy

by STEVEN TEMPLETON

at GLASGOW

on 17 JULY 2018



Solicitor / Notary Public
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2018

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We, **CURO (WEST CAMPBELL) LLP**, a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 in England (Registered Number OC376984) and having our registered office 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:-

"**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;

"**Property**" means ALL and WHOLE the subjects known as 140 West Campbell Street, Glasgow G2 4TZ registered in the Land Register of Scotland under title number GLA209141;

"**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 the Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;

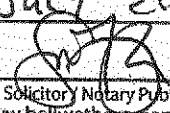
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- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under the Lease; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect 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;

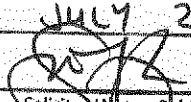
"Security Agent" means **SANNE FIDUCIARY SERVICES LIMITED**, a company incorporated in Jersey (Registered Number 41570) and having their registered office at 13 Castle Street, St Helier, Jersey, JE4 5UT for itself as a Secured Party and in its capacity as security agent and trustee for the Secured Parties, 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; This Assignment of Rents will be governed by Scots Law and we hereby prorogate the jurisdiction

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by STEVEN TEMPLETON
at GLASGOW
on 17 JULY 2018


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of the Scottish Courts: IN WITNESS WHEREOF these presents on this and the preceding 2 pages are executed as follows:

For and on behalf of Curo (West Campbell) LLP

[Redacted Signature]

Designated Member

[Redacted Signature]

witness

NEIL STUART GULLAN

full name of member

QUARTERMILE TWO

2 LINTER SQUARE

EDINBURGH, EH3 9GL

address of witness

LAUREN ELIZABETH HART

full name of witness

9 JULY 2018

date of signing

EDINBURGH

place of signing

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by STEVEN TEMPLETON

at GLASGOW

on 17 JULY 2018



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