

MR01

Particulars of a charge

056514/10



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

TUESDAY



R2NE2QAA

RCS 17/12/2013 #155

COMPANIES HOUSE

R2OD1SOX

RCS 31/12/2013 #121

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.

1 Company details

Company number 0 5 3 9 4 0 7 4

Company name in full Delphi Properties Limited

1 4 For official use

→ **Filing 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 d1 d1 m1 m2 y2 y0 y1 y3

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 The Governor and Company of the Bank of Ireland (as
agent and trustee)

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

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Particulars of a charge

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

Hayden M

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Catharine MacDonald

Company name HARPER MACLEOD LLP

Address The Ca 'D' Oro

45 Gordon Street

Post town Glasgow

County/Region

Postcode G 1 3 P E

Country

DX DX GW 86 GLASGOW

Telephone 0141 221 8888



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: 5394074

Charge code: 0539 4074 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2013 and created by DELPHI PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2013.

A handwritten signature, possibly 'DX', in black ink.

Given at Companies House, Cardiff on 31st December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

confidential
Eugene Dayan
CBRichton Ellis
Sep 20, 2013 09:09

Delivered and
intimated 31 March
2005

GLASGOW 30 December 2013

Caroline A. S. Macdonald
CERTIFIED A TRUE COPY

Amr

For and on behalf of Dundas & Wilson CS LLP

ASSIGNATION OF RENTS

by

DFS Properties Limited

in favour of

The Governor and Company of the Bank of Ireland as agent and trustee

Subjects:

confidential
Eugene Dayan
CBRichton Ellis
Sep 20, 2013 09:09
31 March 2005

confidential
Eugene Dayan
CBRichton Ellis
Sep 20, 2013 09:09

Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
TEL 0131 228 8000
FAX 0131 228 8888
FAS 1310

ASSIGNATION OF RENTS

by

DFS PROPERTIES LIMITED, incorporated under the Companies Acts (Registered Number 5394074) and having their Registered Office at 1 Rockingham Way Redhouse Interchange Adwick Le Street Doncaster South Yorkshire DN6 7NA (herein referred to as "**the Chargor**")

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, having its Principal Office in the United Kingdom at 38 Queen Street, London, EC4R 1HJ, as agent and trustee for the Finance Parties and its successors and assignees (herein together with its successors and assignees as agent and trustee for the Finance Parties called the "**Security Trustee**")

WHEREAS:

- (A) The Chargor is entitled by virtue of the lease detailed in Part I of the Schedule annexed and executed as relating hereto (the "**Lease**") to receive the Rental Income (as after defined) for the Property (as after defined).
- (B) A Facility Agreement dated 24 March 2005 has been entered into between (amongst others) the Chargor and the Security Trustee (said Facility Agreement as amended, varied, supplemented, novated, restated, replaced or renewed from time to time being herein referred to as "**the Facility Agreement**").
- (C) In terms of the Facility Agreement it is required that these presents be granted and the Chargor has agreed to do so.

NOW THEREFORE the parties have agreed as follows:-

1. INTERPRETATION

- 1.1 Terms defined in the Facility Agreement shall, unless otherwise defined herein, bear the same meaning herein.

- 1.2 **"Occupational Lease"** means the Lease and any further lease, tenancy or licence to occupy or any agreement for the same from time to time granted by the Chargor in respect of the Property in accordance with the Facility Agreement;
- 1.3 **"Property"** means the subjects described in Schedule Part II and reference to the Property means any part or parts thereof;
- 1.4 **"Rental Income"** means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, use or occupation of any part of the Property, including each of the following amounts (without limitation or 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 Chargor;
 - (d) any other moneys 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) any sum paid or payable in the value of any consideration given, for the surrender or variation of any Occupational Lease;
 - (g) any sum paid or payable by any guarantor of any occupational tenant under any Occupational Lease;
 - (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 Chargor.
- 1.5 **"Schedule"** means the Schedule annexed and executed as relative hereto;
- 1.6 **"Secured Liabilities"** means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by this Assignment of Rents, would result in a contravention by the Chargor of section 151 of the Companies Act 1985;

- 1.7 A reference to any agreement or lease shall be construed as a reference to that agreement or lease as it may have been from time to time amended, varied, supplemented or novated;
- 1.8 The headings herein are inserted for convenience only and do not affect the meaning, effect or interpretation of these presents;
- 1.9 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Standard Security, insofar as they are relevant to it, as they apply to the Facility Agreement.
- 1.10 Unless a contrary intention appears, any reference in this Assignment of Rents to:
- 1.10.1 this **Assignment of Rents** is a reference to this Assignment of Rents as amended, varied, novated, supplemented and replaced from time to time;
- 1.10.2 the **Chargor**, the **Security Trustee** or any other **Finance Party** includes any one or more of its assignees, transferees and successors in title (in the case of the Chargor, so far as any such is permitted), and
- 1.10.3 the **Security Trustee** or any other **Finance Party** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates

2. **ASSIGNATION**

- 2.1 The Chargor hereby assigns to the Security Trustee the Rental Income in respect of the Property in security of the Secured Liabilities
- 2.2 The Chargor undertakes to the Security Trustee to take all proper and reasonable steps as are within their power to procure payment of the Rental Income on the due dates under the Occupational Leases and to take all reasonable and proper steps to obtain payment of the same and any interest thereon as soon as possible thereafter.

3 APPOINTMENT OF ATTORNEY

The Chargor hereby Irrevocably appoints the Security Trustee as their Attorney and Mandatory to take any action which the Chargor is obliged to take under this Assignment of Rents including, without limitation:-

3 1 Demanding, suing for and giving effectual receipts and discharges for the monies due to be paid to the Chargor or their agents pursuant to the monies and others assigned hereunder, and

3 3 Taking such action and giving such instructions and executing all such further instruments and documentation as the Security Trustee may, acting properly and reasonably, consider necessary for protecting or perfecting any of its interests hereunder.

4 INTIMATION

4.1 The Chargor undertakes forthwith to intimate this Assignment of Rents to the tenant under the Occupational Leases in the terms set out in the draft Letter of Intimation in Part III of the Schedule and if requested from the tenants shall deliver to the Security Trustee acknowledged Letters of Intimation from such tenants or such other evidence of intimation as the Security Trustee acting reasonably shall require.

4.2 The Chargor shall also deliver to the Security Trustee an Irrevocable and unconditional instruction letter addressed to each of said tenants in terms of the draft Letter of Instruction in Part IV of the Schedule and the Security Trustee undertakes not to deliver such Letter of Instruction to any such tenants unless any Event of Default occurs.

4 3 The Chargor further undertakes to grant as further security for the Secured Liabilities such further Assignations of Rents and Intimations as the Security Trustee shall require in relation to any Rental Income payable in respect of future Occupational Leases (including without prejudice to the generality Occupational Leases granted pursuant to missives or agreements for lease dated prior to or after this Assignment of Rents) and that in terms *mutatis mutandis* the same as this Assignment of Rents and the intimation and instruction letters referred to in Schedule Parts III and IV.

6. **RECOVERY OF RENTAL INCOME**

The Security Trustee shall not be under any obligation to take any steps to recover any Rental Income and shall not be under any liability by reason of its having abstained from taking such steps but nothing contained in this Clause will restrict the Chargor prior to any Default from taking any steps against the tenants under any Occupational Lease that the Chargor considers necessary in order to recover any Rental Income.

7 **INDEMNITY**

The Chargor shall free, relieve and keep indemnified the Security Trustee from and against any loss, costs, charges, claims or expenses or others arising out of this Assignment of Rents or any actions taken hereunder.

8 **SEVERABILITY**

If any provision in this Assignment of Rents is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Assignment of Rents or affect the validity or enforcement of the provisions in any other jurisdiction.

9. **CONSENT TO REGISTRATION**

The Chargor hereby consent to registration hereof and any Certificate hereunder for preservation and execution.

10. **LEX LOCI**

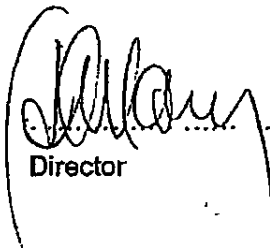
This Assignment of Rents shall be governed and construed in accordance with the Law of Scotland and the Chargor hereby prorogates the jurisdiction of the Scottish Courts:

IN WITNESS WHEREOF these presents consisting of this and the 5 preceding pages together with the schedule annexed are executed for and on behalf of the said DFS Properties Limited as follows

at ... London

on 31 March 2005

as follows -


Director

J. H. MASSEY
Full name of Director

Jonathan Hugh Massey

confidential
Eugene O'Leary
CEBRackström Ellis
Sep 20, 2013 09:09
Director/Secretary

WILLIAM ROBERT BARNES

Full Name of Director/Secretary

confidential
Eugene Dayan
CBR Ricketts Ellis
Sep 20, 2013 08:00

This is Part I of the Schedule referred to
in the foregoing Assignment of Rents by
DFS Properties Limited in favour of The
Governor and Company of the Bank of
Ireland as agent and trustee

Lease between DFS Properties Limited and DFS Trading Limited dated of even date
herewith

confidential
Eugene Dayan
CBR Ricketts Ellis
Sep 20, 2013 09:00

confidential
Eugene Dayan
CBR Ricketts Ellis
Sep 20, 2013 09:00

confidential
Eugene Dahan
CEBRichard Ellis
Sep 20, 2013 09:09

This is Part II of the Schedule referred to
in the foregoing Assignment of Rents by
DFS Properties Limited in favour of The
Governor and Company of the Bank of
Ireland as agent and trustee

ALL and WHOLE the subjects known as 2229 London Road, Glasgow being the subjects
on the north east side of London Road, Glasgow registered in the Land Register of Scotland
under Title Number LAN111456

confidential
Eugene Dahan
CEBRichard Ellis
Sep 20, 2013 09:09

confidential
Eugene Dahan
CEBRichard Ellis
Sep 20, 2013 09:09

This is Part III of the Schedule referred to in the foregoing Assignment of Rents DFS Properties Limited in favour of The Governor and Company of the Bank of Ireland as agent and trustee

To. [Tenants under Occupational Leases, Licences etc]
and Guarantors

Dear Sirs

Re: [Property]

- (1) We refer to the lease between [] (1) and [] (2) dated [] and registered [] (the "Lease").
- (2) We, [], hereby intimate that we have assigned to The Governor and Company of the Bank of Ireland as agent and trustee and trustee for itself and other parties (the "Security Trustee") all our right, title and interest in and to the rent and other sums receivable by the landlords in terms of the Lease
- (3) We hereby further confirm that until we receive notice from the Security Trustee to the contrary you should continue to pay rent and all other monies payable by you under the Lease in the current manner.

Please acknowledge receipt of this letter and your acceptance of the contents of this letter by signing the attached form of acknowledgment and returning it to the Security Trustee

This letter is governed by the laws of Scotland

Yours faithfully

For and on behalf of

[]

confidential
Eugene Dahan
CEBRackston Ellis
Sep 20, 2013 09:09

Form of Acknowledgement from Occupational Tenants

The Governor and Company of the Bank of Ireland

For the attention of the Head of Credit Department

Dear Sirs

Re: [Property]

We acknowledge receipt of a Notice dated [], and addressed to us by [] (the "Companies") regarding the Lease (as defined in the Notice).

We acknowledge and confirm that 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 Companies under or in respect of the Lease (as defined in the Notice).

This letter is governed by the laws of Scotland.

Yours faithfully

For and on behalf of
[tenant] [guarantor]

confidential
Eugene Dahan
CEBRackston Ellis
Sep 20, 2013 09:09

confidential
Eugene Dahan
CEBRackston Ellis
Sep 20, 2013 09:09

This is Part IV of the Schedule referred to in the foregoing Assignment of Rents by DFS Properties Limited in favour of The Governor and Company of the Bank of Ireland as agent and trustee

To [Tenants under Occupational Leases, Licences] and Guarantors

Dear Sirs

Re: [Property]

- (1) We refer to the lease between [] (1) and [] (2) dated [] and registered [] ("the Lease")
- (2) 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 Governor and Company of the Bank of Ireland as agent and trustee ("the Security Trustee") to the contrary to pay any rent and all other monies payable by you under the Lease to the account (in the name of [] with [] Account Number [] Sort Code [] ("the Account"))
- (3) This letter is governed by the Law of England and Wales

Please acknowledge receipt of this letter and your acceptance of its contents by signing the duplicate of this letter and returning it to the Security Trustee

Yours faithfully

For and on behalf of

[]

Form of Acknowledgement from Occupational Tenants

The Governor and Company of the Bank of Ireland

For the attention of the Head of Credit Department

Dear Sirs

Re: [Property]

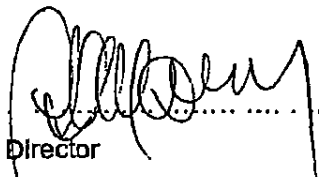
We acknowledge receipt of a Notice dated [], and addressed to us by [] (the "Companies") regarding the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in such Notice.


We acknowledge and confirm that we shall pay all rent and all other monies payable by us under the Lease into the Account (as defined in the Notice) and we shall continue to pay those monies into the Account until we receive your written instructions to the contrary

This letter is governed by the laws of Scotland.

Yours faithfully

For and on behalf of
[tenant] [guarantor]


Director


Director/Secretary

DFS Trading Limited
1 Rockingham Way
Redhouse Interchange
Adwick Le Street
Doncaster
South Yorkshire
DN6 7NA

GLASGOW 30 December 2013
Catharine A B Macdonald
CERTIFIED A TRUE COPY

Date [] December 2013

Dear Sirs

Re: 2229 London Road, Glasgow (Title Number LAN111456) (the "Property")

(1) We refer to the lease between Delphi Properties Limited (formerly known as DFS Properties Limited) and DFS Trading Limited dated 31 March 2005 and registered at the Land Register of Scotland under title number LAN111456 on 12 April 2005 as amended from time to time (the "**Lease**").

(2) We, Delphi Properties Limited (formerly known as DFS Properties Limited) hereby intimate that we have assigned to The Governor and Company of the Bank of Ireland as agent and security trustee for itself and other parties (the "**Security Trustee**") all our right, title and interest in and to the rent and other sums receivable by the landlord in terms of the Lease.

(3) We hereby further confirm that until you receive notice from the Security Trustee to the contrary, you should continue to pay rent and all other monies payable by you under the Lease in the current manner

Please acknowledge receipt of this letter and your acceptance of the contents of this letter by signing the attached form of acknowledgement and returning it to the Security Trustee.

This letter is governed by the laws of Scotland

Yours faithfully



For and on behalf of Delphi Properties Limited

The Governor and Company of the Bank of Ireland
1st Floor,
2 Burlington Plaza,
Burlington Road
Dublin 4
For the attention of Sorka Kelly

GLASGOW 30 December 2013
Catherine A.B. Mansfield
CERTIFIED A TRUE COPY

Dear Sirs

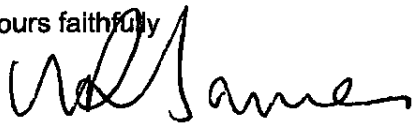
Re: 2229 London Road, Glasgow (Title Number LAN111456) (the "Property")

We acknowledge receipt of a Notice dated [11] December 2013, and addressed to us by Delphi Properties Limited (the "Company") regarding the Lease (as defined in the Notice).

We acknowledge and confirm that 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 Companies under or in respect of the Lease (as defined in the Notice).

This letter is governed by the laws of Scotland

Yours faithfully



For and on behalf of DFS Trading Limited