



Registration of a Charge

Company Name: **INCEPTUM2 SOLUTIONS LIMITED**

Company Number: **08211143**



XA89MU01

Received for filing in Electronic Format on the: **08/07/2021**

Details of Charge

Date of creation: **25/06/2021**

Charge code: **0821 1143 0002**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **N/A**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE 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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8211143

Charge code: 0821 1143 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2021 and created by INCEPTUM2 SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2021 .

Given at Companies House, Cardiff on 12th July 2021

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**

Dated

25 June

2021

INCEPTUM2 SOLUTIONS LIMITED

and

ALDERMORE BANK PLC

ASSIGNATION IN SECURITY OF CONTRACT

EDINBURGH
CERTIFIED A TRUE COPY

Adelsham Goddard

Adelsham Goddard LLP by

[Redacted Signature]

Tim Goddard (Member)
1.7.21

CONTENTS

1.	Definitions and Interpretations	3
2.	Covenant to Pay	5
3.	Payments	5
4.	Assignment in Security	5
5.	Assignor's Continuing Obligations.....	6
6.	Warranties and Representations.....	6
7.	Attorney	7
8.	Covenants.....	7
9.	No Waiver and Rights Cumulative	8
10.	Further Assurance	8
11.	No Liabilities as Mortgagee in Possession	8
12.	Costs and Expenses.....	8
13.	Discharge	8
14.	Notices	8
15.	Further Assignment.....	9
16.	Rights of Third Parties	9
17.	Security	10
18.	Law and Jurisdiction	10
Schedule 1 - Notice of Assignment in Security		11
Schedule 2 - Acknowledgement of Undertaking Letter		12

THIS ASSIGNATION IN SECURITY is made on

25 June 2021

BETWEEN:

- (1) **INCEPTUM2 SOLUTIONS LIMITED** (Company Registration No. 08211143) whose registered address is Unit 4 Lockside Office Park, Lockside Road, Preston, PR2 2YS (the "**Assignor**")
- (2) **ALDERMORE BANK PLC** whose address for service is at Apex Plaza, Forbury Road, Reading, United Kingdom RG1 1AX (the "**Bank**" which term includes its successors and assigns)

WHEREAS:

- (A) The Assignor has entered into the Agreements (as defined below) by which the Assignor has agreed (i) to grant a lease to Burton & Speke Limited (Registered Number SC419558) ("**Starbucks**") and (ii) to grant a lease to BKUK Devco Limited (Registered Number 10980858) ("**BK**") (together the "**Tenants**").
- (B) The Bank has made facilities available to the Assignor pursuant to a facility letter dated 22 December 2020 addressed to the Assignor (the "**Facility**") and as a condition of the Facility the Assignor agreed to grant by way of security an assignation of the benefit of the Agreements to the Bank on the terms in this Assignment in Security contained as security for the Secured Liabilities (as defined below).

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Assignment:

"**Agreements**" means:-

- (i) the agreement for lease of unit 1 which forms part and portion of the subjects registered in the Land Register of Scotland under Title Number FFE4347 made between (1) the Assignor and (2) Starbucks constituted by missives consisting of:-
 - (i) an offer from Harper Macleod LLP on behalf of the Assignor dated 30 November 2020;
 - (ii) a formal letter from BTO Solicitors LLP on behalf of Starbucks dated 1 December 2020;
 - (iii) a formal letter from Harper Macleod LLP on behalf of the Assignor dated 2 December 2020;
 - (iv) a formal letter from BTO Solicitors LLP on behalf of Starbucks dated 3 December 2020;
 - (v) a formal letter from Harper Macleod LLP on behalf of the Assignor dated 25 May 2021; and
 - (vi) a formal letter from BTO Solicitors LLP following thereon accepting the terms of the formal letter referred to in (v) above;

and

- (ii) the agreement for lease of unit 2 which forms part and portion of the subjects registered in the Land Register of Scotland under Title

Number FFE4347 made between (1) the Assignor and (2) BK and (3) the Guarantor constituted by missives consisting of:-

- (i) an offer from Harper Macleod LLP on behalf of the Assignor dated 18 November 2020;
- (ii) a formal letter from Brodies LLP on behalf of BK and the Guarantor dated 26 November 2020;
- (iii) a formal letter from Harper Macleod LLP on behalf of the Assignor dated 26 November 2020;
- (iv) a formal letter from Harper Macleod LLP on behalf of the Assignor dated 2 December 2020;
- (v) a formal letter from Brodies LLP on behalf of BK and the Guarantor erroneously dated 26 November 2020 (and truly signed and sent on 3 December 2020);
- (vi) a formal letter from Harper Macleod LLP on behalf of the Assignor dated 21 May 2021; and
- (vi) a formal letter from Brodies LLP on behalf of BK and the Guarantor which:-
 - (one) confirms acceptance of the terms of the formal letter referred to in (vi) above; and
 - (two) confirms that the formal letter from Brodies LLP referred to in (v) above was truly signed and sent on 3rd December 2020 and, accordingly, that the same shall be treated as having been validly issued in acceptance of the formal letter referred to in (iv) above;

"Business Day" means a day (not being a Saturday or Sunday) on which clearing banks are open for general banking business in England and Wales;

"Guarantor" means BKUK Group Limited (Registered Number 10980808) and having its registered office at The Cedars, 2 High Street, Bagshot, Surrey, GU19 5AB;

"Secured Liabilities" means all or any monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Assignor whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction and including interest, discount, commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of those matters or for keeping the Assignor's account(s), and so that interest shall be computed and compounded according to the terms agreed between the Bank and the Assignor failing which in accordance with the usual mode of the Bank as well after as before any demand made or judgment obtained or the insolvency of the Assignor.

1.2 Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment in Security.

1.3 In this Assignment in Security, unless the context otherwise requires:

- 1.4 references to Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, this Assignment in Security and references to this Assignment in Security include the Schedules;
- 1.4.1 reference to this Assignment in Security or any other document, or to any specified provision of this Assignment in Security or any other document, shall be construed as references to this Assignment in Security, that provision or that document as in force for the time being and as amended, novated, supplemented, varied, renewed, extended or replaced in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of any of this Assignment in Security or the relevant document, required to be obtained as a condition to such amendment, novation, supplement, variation, renewal, extension or replacement being permitted) the prior written consent of the Bank;
- 1.4.2 words importing the plural shall include the singular and vice versa;
- 1.4.3 references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- 1.4.4 references to any enactment or statutory provision shall include subordinate legislation and European Union regulations and directives and shall be construed as references to such enactment or provision as re-enacted, amended, replaced, consolidated or extended from time to time; and
- 1.4.5 where the Assignor includes more than one person the expressions shall include each and all of such persons as the context may permit and each such person shall be jointly and severally liable under this Deed.

2. COVENANT TO PAY

- 2.1 The Assignor hereby covenants with the Bank that the Assignor will pay to the Bank or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of an agreed or specified due date, immediately on demand by the Bank.

3. PAYMENTS

- 3.1 The Assignor shall procure that all monies assigned to the Bank hereunder shall forthwith upon receipt by the Assignor be paid (without deductions or set off) to the Bank or as the Bank may from time to time direct and pending such payment shall be held on trust for the Bank. For the time being the Bank directs that all such monies shall be paid to itself and the Bank may apply such monies as it considers fit towards discharge of the liabilities and monies secured by this Assignment in Security.

4. ASSIGNATION IN SECURITY

- 4.1 The Assignor as a continuing security for the payment and discharge of the Secured Liabilities hereby assigns (by way of security only) to the Bank all its right, title and interest under the Agreements, together with all its right, title and interest in and to all and any proceeds of any insurances from time to time maintained pursuant to the Agreements.

5. ASSIGNOR'S CONTINUING OBLIGATIONS

- 5.1 Notwithstanding the assignment in Clause 4 ~~Error! Reference source not found.~~ the Assignor shall remain liable to perform all the obligations to be performed by it under or arising out of the Agreements and the Bank shall have no obligation of any kind whatsoever in relation thereto or be under any liability whatsoever in the event of any failure by the Assignor to perform the Assignor's obligations in respect thereof. The Assignor agrees to indemnify and hold the Bank indemnified and harmless from and against all costs, claims, damages or liabilities whatsoever arising out of the performance of or failure in performance of the Assignor's obligations in respect of or in connection with the Agreements.
- 5.2 It is further agreed and declared that notwithstanding the assignment in Clause 4 the Bank shall not be obliged to make any claim or take any other action to enforce any rights and benefits or to collect any moneys hereby assigned to the Bank or to which the Bank may at any time be entitled hereunder.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 The Assignor acknowledges that the Bank has entered into this Assignment in Security in full reliance on representations by the Assignor in the following terms, and the Assignor hereby represents and warrants to the Bank that:
- 6.1.1 it is duly incorporated and validly existing under laws of the jurisdiction of its incorporation with full power and authority to carry on its existing business;
 - 6.1.2 the Agreements are in full force and effect in accordance with its terms and constitutes valid binding and enforceable obligations on the Tenants and the Guarantor;
 - 6.1.3 it has not assigned, charged, pledged, suspended, reduced, assigned, rescinded, terminated or otherwise encumbered or disposed of any of its rights and benefits under the Agreements and save pursuant to this Assignment in Security will not do so at any time after the date hereof;
 - 6.1.4 the benefit of the Agreements are assignable by the Assignor to the Bank without the consent of any person;
 - 6.1.5 the Agreements and this Assignment in Security have been entered into in accordance with the Memorandum and Articles of Association of the Assignor (or equivalent constitutional documents) and all necessary corporate action has been taken to authorise the making, execution and performance of the Agreements and this Assignment in Security; and
 - 6.1.6 neither the execution of this Assignment in Security nor the performance of any of the obligations under the Agreements or the transactions contemplated by this Assignment in Security will:
 - 6.1.7 contravene or constitute a default under any provision of; or
 - 6.1.8 cause any limitation on it or the powers of its directors to be exceeded whether imposed by or contained in; any agreement, instrument, law, judgment, order, licence, permit or consent by which the Assignor or any of its business or assets are bound or affected.

7. ATTORNEY

- 7.1 For the purpose of securing the performance of the Assignor's obligations to the Bank the Assignor hereby irrevocably and by way of security appoints the Bank acting by any officer as the true and lawful attorney of the Assignor in the Assignor's name or otherwise with full powers of substitution and delegation to:
 - 7.1.1 perform or enforce the Agreements or any obligation thereunder;
 - 7.1.2 perfect this Assignment in Security;
 - 7.1.3 give valid receipts; and
 - 7.1.4 take such proceedings at the expense of the Assignor whether by way of action, distress or otherwise as may be necessary or as the Bank may in its absolute discretion consider advisable to enforce any of the said rights.
- 7.2 Without prejudice to the generality of Clause 7.1, the Bank's powers under Clause 7.1 include the right to:
 - 7.2.1 execute such other documents as may be required pursuant to the Agreements;
 - 7.2.2 instruct solicitors to act for the Bank in relation to the Agreements at the Assignor's expense; and
 - 7.2.3 give receipts for any payments under the Agreements.
- 7.3 If the Tenants breach any of the clauses in the Agreements, then the Bank shall be entitled to, subject to the relevant provisions of the Agreements, terminate the Agreements on behalf of the Assignor.

8. COVENANTS

- 8.1 The Assignor hereby covenants with the Bank that:-
- 8.2 the Assignor shall, forthwith upon completion of this Assignment in Security, give notice to the Tenants and Guarantor of this Assignment in Security in the form set out in Schedule 1 and shall use all reasonable endeavours to procure that the Tenants and Guarantor shall give an acknowledgement of the notice to the Bank in the form set out in Schedule 2;
 - 8.2.1 it will not, except with the prior written consent of the Bank;
 - 8.2.2 agree to any material variation of the Agreements; or
 - 8.2.3 waive any breach by the Tenants or Guarantor of any of its obligations under the Agreements; or
 - 8.2.4 consent to any such act or omission of the Tenants or Guarantor as would otherwise constitute such breach; or
 - 8.2.5 consent to any assignment of the Agreements;
- 8.3 it will perform its obligations under the Agreements and use its reasonable endeavours to procure that the Tenants and Guarantor shall perform its obligations thereunder;
- 8.4 it will not exercise any right or power conferred on it by the Agreements without the Bank's prior written consent;
- 8.5 it will notify the Bank immediately it commits any material breach of the Agreements or it or any of its employees or agents know or ought reasonably

to know or has reason to believe that the Tenants or Guarantor have committed or may commit a breach of the Agreements;

- 8.6 it will upon the request of the Bank send to the Bank a copy of all notices received or given by it under the Agreements and any other information regarding the Agreements, the Tenants, the Guarantor or otherwise as the Bank may reasonably require;
- 8.7 it will at the request of the Bank join with the Bank in any proceedings commenced after the date hereof under or in connection with the Agreements if necessary to enable the Bank to enforce or enjoy the benefit of the Agreements.

9. NO WAIVER AND RIGHTS CUMULATIVE

- 9.1 The rights of the Bank in relation to this Assignment in Security (whether arising under this Assignment in Security or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing; and in particular any failure to exercise or any delay in exercising any such rights shall not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the exercise of any such right or constitute a suspension or any variation of any such right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

10. FURTHER ASSURANCE

- 10.1 The Assignor shall on demand execute any document or do any other act or thing which the Bank may specify for perfecting any security created or intended to be created by this Assignment in Security and will from time to time and take such steps as the Bank shall reasonably require to be done for the purposes of enforcing the Agreements.

11. NO LIABILITIES AS MORTGAGEE IN POSSESSION

- 11.1 Nothing contained in this Assignment in Security shall be deemed to constitute the Bank as mortgagee in possession of the Property.
- 11.2 The Assignor agreed to ratify and confirm anything such attorney shall lawfully and properly do by virtue of Clause 7.

12. COSTS AND EXPENSES

- 12.1 All costs, charges and expenses (together with any VAT) incurred by the Bank in the preservation and enforcement of the security under this Assignment in Security shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis.

13. DISCHARGE

- 13.1 The Bank shall at the request and cost of the Assignor discharge the security under this Assignment in Security following the final unconditional and irrevocable payment and discharge of all monies and liabilities hereby secured.

14. NOTICES

- 14.1 In this Clause "writing" includes facsimile (but not email) and "delivery" includes communication by such means.

- 14.2 A demand for payment or any other demand or notice under this Assignment in Security may be made or given by any manager or officer of the Bank by letter addressed to the Assignor and served on the Assignor at an authorised address for the service or by facsimile transmission number (if any) as may from time to time be exhibited on the Assignor's notepaper or otherwise be notified in writing to the Bank and any demand addressed to a deceased Assignor shall for all purposes of this Assignment in Security be deemed a sufficient demand by the Bank upon him and his executors or administrators and shall be as effectual as if he were still living.
- 14.3 An authorised address for service shall be the registered office of the Assignor or the existing or last known place of business or abode of the Assignor (or if more than one any one of such places).
- 14.4 A notice or demand shall be deemed to be duly served on the Assignor:-
- 14.4.1 if delivered by hand, at the time of delivery at an authorised address for service;
 - 14.4.2 if sent by prepaid first class post to an authorised address for service on the second Business Day following the day of posting and shall be effective notwithstanding that it may be misdelivered or returned undelivered;
 - 14.4.3 if sent by airmail post, on the fifth Business Day from the date of posting; and
 - 14.4.4 if given or made by facsimile transmission at the time of a completed transmission.
- 14.5 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such demand or notice was correctly addressed and posted or that the facsimile transmission report confirmed a correct transmission.
- 14.6 A communication received or deemed to have been received in accordance with this Clause 14 on a day which is not a Business Day or after 5pm on any Business Day (according to the local time in the place of receipt) shall be deemed to have been received at 9am on the next Business day (according to such local time).
- 14.7 In the event of the Assignor being more than one person or body, the due service on any one of them shall be deemed to be service on them all.
- 14.8 Any notice to the Bank under this Assignment in Security shall be in writing and shall only be deemed to be duly served if it is posted or delivered to the address of the Bank specified on this Assignment in Security or to such other address as the Bank may from time to time notify to the Assignor in writing for this purpose.

15. FURTHER ASSIGNMENT

- 15.1 The Bank may assign any of its rights hereunder after giving to the Assignor not less than five (5) Business Days prior written notice of its intention to do so. The Assignor may not assign or transfer any or all of its rights and/or obligations under this Assignment in Security.

16. RIGHTS OF THIRD PARTIES

- 16.1 Neither of the parties hereto intend that any term of this Assignment in Security may be enforced, pursuant to the Contract (Third Party Rights)

(Scotland) Act 2017, by any person who is not a party to this Assignment in Security.

17. SECURITY

- 17.1 The Assignment in Security is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of monies and liabilities hereby secured.
- 17.2 The rights and powers conferred on the Bank under this Assignment in Security are not affected by any release discharge, variation or invalidity of any other security held by the Bank.
- 17.3 The rights and powers conferred on the Bank under this Assignment in Security are in addition to any right conferred on it by law and statute.

18. LAW AND JURISDICTION

- 18.1 This Assignment in Security shall be governed by and shall be construed in accordance with Scottish law and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.
- 18.2 The definitions contained in the recitals to this Assignment in Security apply to this Assignment in Security.
- 18.3 Clause headings in this Assignment in Security shall be of no effect.

IN WITNESS whereof the parties hereto have executed this Assignment in Security as follows and it is delivered on 25 June 2021:-

Subscribed for and on behalf of
INCEPTUM2 SOLUTIONS LIMITED
acting by:

Director:

Print Name:

Director/Secretary:

Print Name:

SIMON LYONS

JOHN GERARD MCGHEAN

Subscribed for and on behalf of
ALDERMORE BANK PLC
acting by its duly appointed attorney

Pursuant to a power of attorney dated
in the presence of

Witness:

Signature:

Name:

Address:

Occupation:

(Scotland) Act 2017, by any person who is not a party to this Assignment in Security.

17. SECURITY

- 17.1 The Assignment in Security is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of monies and liabilities hereby secured.
- 17.2 The rights and powers conferred on the Bank under this Assignment in Security are not affected by any release discharge, variation or invalidity of any other security held by the Bank.
- 17.3 The rights and powers conferred on the Bank under this Assignment in Security are in addition to any right conferred on it by law and statute.

18. LAW AND JURISDICTION

- 18.1 This Assignment in Security shall be governed by and shall be construed in accordance with Scottish law and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.
- 18.2 The definitions contained in the recitals to this Assignment in Security apply to this Assignment in Security.
- 18.3 Clause headings in this Assignment in Security shall be of no effect.

IN WITNESS whereof the parties hereto have executed this Assignment in Security as follows and it is delivered on 25 June 2021:-

Subscribed for and on behalf of
INCEPTUM2 SOLUTIONS LIMITED
acting by:

Director:

Print Name:

Director/Secretary:

Print Name:

Subscribed for and on behalf of
ALDERMORE BANK PLC
acting by its duly appointed attorney



EMMA DONNELLY

Pursuant to a power of attorney dated 30 NOV 2020

in the presence of

Witness:

X



Signature:

Name:

Address:

Occupation:

X *SIMON BRADSHAW*
APEX PLAZA, FORBURY ROAD
READING RG1 1AG
BANK CLERK

Schedule 1

Notice of Assignment in Security

{ Letterhead of { }

To: { }

Dated: { }

Dear Sirs

Agreement relating to [] (the "Agreement")

We refer to the Agreement and we hereby give you notice that by an Assignment in Security dated { } in favour of Aldermore Bank plc (the "**Bank**" which term includes its successors and assigns) we have assigned by way of security to the Bank all our rights, title and interest in and to among other things any moneys whatsoever payable to us or on our account in respect of the Agreement.

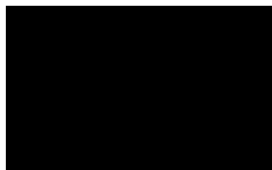
You are hereby directed to address all notices relating to the Agreement to the Bank at the following address: Apex Plaza, Forbury Road, Reading, United Kingdom, RG1 1AX

Please sign the enclosed acknowledgement and forward it to the Bank at the above address and reference.

Yours faithfully

Director

for and on behalf of
{ }



Schedule 2

Acknowledgement of Undertaking Letter

{ { Tenants letterhead }

Dated: { }

To: Aldermore Bank PLC of Apex Plaza, Forbury Road, Reading, United Kingdom, RG1 1AX ("the Bank")

Dear Sirs

Agreement relating to [](the "Agreement")

We hereby acknowledge receipt of a notice (the "Notice") of the assignation in security (the "Assignment in Security") dated { } made between Inceptum2 Solutions Limited (the "Assignor") and yourselves of the Assignor's right title and interest in and to the Agreement dated { } between the Assignor and ourselves (the "Agreement")

- (1) We undertake to you that, before exercising any right to terminate, determine or rescind the Agreement, we shall give you not less than twenty business days' notice specifying the grounds for terminating, determining or rescinding the Agreement and both whilst you are taking steps which we reasonably consider adequate to procure that the same are rectified, and if the grounds are so rectified, we agree not to exercise any such rights to terminate, determine or rescind and the Agreement shall continue in full force and effect as if no such event has taken place.
- (2) We agree that, notwithstanding the Assignment in Security, the Assignor remains solely liable and obligated to us under the Agreement and you shall have no liability whatsoever to us in respect of the Agreement or arising out of any failure of the Assignor to comply with its obligations thereunder.
- (3) We agree that we shall send you or as you may direct a copy of all notices given under or in relation to the Agreement forthwith on receipt or on issue.
- (4) This consent and acknowledgement is governed by and shall be construed in accordance with the laws of Scotland.

Signed for and on behalf of

