



**Registration of a Charge**

Company name: **312 PROPERTY 01 LTD**

Company number: **08418023**



X795U754

Received for Electronic Filing: **29/06/2018**

---

**Details of Charge**

Date of creation: **22/06/2018**

Charge code: **0841 8023 0003**

Persons entitled: **HABIB BANK ZURICH PLC**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GATELEY PLC**



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

Company number: 8418023

Charge code: 0841 8023 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2018 and created by 312 PROPERTY 01 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2018 .

Given at Companies House, Cardiff on 3rd July 2018

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**

*22 June*

**2018**

**312 PROPERTY 01 LTD (1)**

**- and -**

**HABIB BANK ZURICH PLC (2)**

---

**ASSIGNMENT OF RENTAL INCOME**

**- relating to -**

**4-8 (even) and 10-12 Upper Market Square  
Hanley Stoke-on-Trent**

---

## ASSIGNMENT OF RENTAL INCOME

This Deed of Assignment is made on the Date between the Assignor and Habib Bank Zurich Plc whose principal place of business is at Habib House, 42 Moorgate, London EC2R 6JJ (the "Lender") which terms shall include its transferees and assignees

**Date** 22 June 2015

**The Assignor:** 312 Property 01 Ltd  
**The Property:** 4-8 (even) and 10-12 Upper Market Square Hanley Stoke-on-Trent  
**Freehold or Leasehold:** Freehold  
**Title Numbers:** SF448227 and SF522489

### Details of Rents

**Amount:** £21,500.00 per annum  
**Tenant:** Max Spielmann Limited

### Agreement Details

**Date:** 18 December 2014  
**Term:** From 25 December 2014 to 24 December 2024  
**First rent payment date:** 18 December 2014

### Details of Rents

**Amount:** £65,000.00 per annum  
**Tenant:** T-Mobile (UK) Retail Limited

### Agreement Details

**Date:** 27 February 2004  
**Term:** From 2 February 2004 to 24 March 2019.  
**First rent payment date:** 5 June 2004

### Details of Rents

**Amount:** £80,500.00 per annum  
**Tenant:** Holland & Barrett Retail Limited

### Agreement Details

**Date:** 28 April 2010  
**Term:** From 29 September 2011 to 28 September 2021.  
**First rent payment date:** 29 September 2011

### **Details of Rents**

**Amount:** £30,000.00 per annum  
**Tenant:** Sharps Bedrooms Limited

### **Agreement Details**

**Date:** 17 August 2016  
**Term:** From 17 August 2016 to 16 August 2021.  
**First rent payment date:** 17 February 2017

## **THIS DEED WITNESSES AS FOLLOWS:**

### **1. INTERPRETATION**

In this Deed the following terms shall have the following meanings:

"Rental Income"	means the gross rents, licence fees and other monies receivable now or at any time in the future by the Assignor or its agent in respect of or arising out of any lease or licence or tenancy or any other agreement relating to the occupation of the Property.
-----------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### **2. ASSIGNMENT**

- 2.1 As a continuing security for all monies and liabilities from time to time due, owing or incurred by the Assignor to the Lender, the Assignor with full title guarantee hereby assigns to the Lender all Rental Income in favour of the Lender by way of first fixed charge as a continuing security for the payment and discharge of the monies and liabilities referred to above. Further the Assignor hereby assigns the benefit of any security in favour of the Assignor over any rent deposits in respect of any lease, license or tenancy relating to the occupation the Property by way of first fixed charge as a continuing security for the payment and discharge of the monies and liabilities referred to above.
- 2.2 The Lender's rights under this Assignment are in addition to and without prejudice to any rights which the Lender or any receiver appointed by the Lender may have to the Rental Income under the Law of Property Act 1925 (or any statutory provisions amending, modifying or replacing the same).

### **3. RENT AUTHORITIES**

- 3.1 The Assignor shall at any time on written demand from the Lender instruct (in such form as the Lender may require) all tenants and other occupiers of the Property to pay all Rental Income to such account in the name of the Lender as the Lender may elect and take all steps necessary to ensure compliance with such instructions including obtaining acknowledgements thereof.
- 3.2 As a separate obligation to 3.1 above The Assignor shall forthwith provide a copy of this Agreement to the Tenant and provide evidence of the same to the Lender within 21 days of the date hereof.
- 3.3 In the event that the Assignor fails to comply with any demand of the Lender to issue any instructions under clause 3.1 the Lender shall have power in the name of the Assignor to give such instructions to the relevant tenants or occupiers.

- 3.4 The Lender may apply any Rental Income received as it considers fit towards discharge of the liabilities and monies secured by this Assignment.

#### **4. COVENANTS**

- 4.1 The Assignor covenants with the Lender:

- 4.1.1 promptly and at its own expense to take all action necessary (except forfeiture) to ensure that all Rental Income is paid at the times and in the manner prescribed and forthwith upon written request from the Lender to pay the Lender (without deduction or set off) all moneys received as Rental Income and to hold the same on trust for the Lender until so paid;
- 4.1.2 to ensure that no person other than the Lender obtains any right in respect of the Rental Income;
- 4.1.3 expeditiously to comply with all rent review procedures related to the Rental Income and not to agree any revised rent without the prior written consent of the Lender (not to be unreasonably withheld or delayed).

#### **5. POWER OF ATTORNEY**

- 5.1 The Assignor by way of security irrevocably appoints the Lender to be the attorney of the Assignor (with full powers of substitution and delegation) for the Assignor in the name of or otherwise and on behalf of the Assignor and as the act and deed of the Assignor to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor is obliged to do under the provisions contained in this Assignment and generally in the name of the Assignor and on behalf of the Assignor to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment by statute of the Lender and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which they deem proper in the exercise of all or any of the powers, authorities and discretions conferred on the Lender under this Assignment.

The Assignor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of this clause 5.

#### **6. NO LIABILITIES AS MORTGAGEE IN POSSESSION**

Nothing contained in the Assignment shall be deemed to constitute the Lender as mortgagee in possession of the Property.

#### **7. COSTS AND EXPENSES**

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

## **8. DISCHARGE**

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

## **9. SECURITY**

- 9.1 This Assignment is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of monies and liabilities hereby secured.
- 9.2 The rights and powers conferred on the Lender under this Agreement are not affected by any release discharge, variation or invalidity of any other security held by the Lender.
- 9.3 The perpetuity period for the trusts created under this Assignment is 80 years.
- 9.4 The rights and powers conferred on the Lender under this Assignment are in addition to any right conferred on it by law and statute.
- 9.5 The Lender may assign or transfer this Assignment. The Lender may disclose to any person connected with us and/or any person to whom we are proposing to transfer or assign or sub-participate or have transferred or assigned or sub-participated any of our rights under this Assignment (or any advisors) any information about you or any party connected or associated with you. The Assignor may not transfer his/her/its rights or obligations.

## **10. CONTRACTUAL RIGHTS OF THIRD PARTIES**

No person who is not a party to this Assignment shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Deed of Assignment and any non-contractual obligations arising in relation to it shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed of Assignment and that accordingly any suit, action or proceeding arising out of or in connection with this Deed of Assignment (in this paragraph referred to as "Proceedings") may be brought in such courts. Nothing in this paragraph shall limit the right of the Lender to take Proceedings against the



Assignor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

- 11.3 The Assignor hereby irrevocably appoints \_\_\_\_\_ of \_\_\_\_\_ to accept service of process relating to any proceedings before the English courts in connection with this Deed of Assignment. Except upon such a substitution, the Assignor undertakes not to revoke any such authority or appointment, at all times to maintain an agent for service of process in England and, if any such agent ceases for any reason to be an agent for this purpose, forthwith to appoint another agent and advise the Lender accordingly. Failing such appointment, the Lender shall be entitled by notice to the Assignor to appoint such a replacement agent to act on the Assignor's behalf.

## 12. NOTICES

- 12.1 Any notice given under this Deed shall be in writing and must be served by delivering it personally or sending it by pre-paid post, or fax to the address and for the attention of the relevant party set out in clause 12.2, or as otherwise notified in writing by that party hereunder. Any such notice shall be deemed to have been received:

12.1.1 if delivered personally, at the time of delivery;

12.1.2 in the case of pre-paid post, 48 hours from the date of posting; and

12.1.3 in the case of fax, at the time of transmission

- 12.2 The addresses and fax numbers of the parties for the purposes of clause 12.1 are:

Habib Bank Zurich Plc.

Address: Habib House, 42 Moorgate, London EC2R 6JJ

For the attention of: Credit Administration Department

Fax: 020 7638 8318

The Assignor: 312 PROPERTY 01 LTD

Address: 4 BROADWAY, FAIRSWORTH,  
MANCHESTER, M35 0DB

Fax: 0161 219 1236

or such other address or facsimile number as may be notified in writing from time to time by the relevant party to the other party and in the case of change of address or facsimile number notified by the Mortgagor only, such change has been acknowledged in writing by the Bank

12.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in clause 12.2 (or as otherwise notified) and delivered either to that address or into the custody of the postal authorities as a pre-paid post with recorded delivery, or that the notice was transmitted by fax to the fax number of the relevant party set out in clause 12.2, or as otherwise notified by that party under this Deed

12.4 Notice given under this Deed shall not be validly served if sent by e-mail

### **13. MISCELLANEOUS**

13.1 Any term of this Deed may be amended or waived only with the written consent of the Lender and the Assignor and any such amendment or waiver will be binding on all parties hereto.

13.2 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

13.3 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.


**IN WITNESS** whereof the Assignor has executed and delivered this Deed as a deed the day and year first above written.

**EXECUTED AS A DEED AND DELIVERED by the Assignor**  
acting by [a Director][~~two Directors or by a Director and its Secretary~~]

Director 

\_\_\_\_\_  
Director/Secretary

in the presence of

Witness signature 

Witness Name SPENCER HEESOM

Address 4 BROADWAY  
MANCHESTER  
M35 0DB

Occupation COMPANY DIRECTOR