



Registration of a Charge

Company name: **HARBORNE MAINE LIMITED**

Company number: **09836093**



X7601115

Received for Electronic Filing: **15/05/2018**

Details of Charge

Date of creation: **11/05/2018**

Charge code: **0983 6093 0001**

Persons entitled: **ALDERMORE BANK 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NARDIP BHAMRA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9836093

Charge code: 0983 6093 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2018 and created by HARBORNE MAINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2018 .

Given at Companies House, Cardiff on 17th May 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

ASSIGNMENT OF RENTAL INCOME

This Deed of Assignment is made on the Date between the Assignor and Aldermore Bank PLC, whose address for service is at 1st Floor, Block B, Western House, Lynch Wood, Peterborough, PE2 6FZ registered in England Company No. 947662 (the "Bank" which term shall include its transferees and assignees)			
Date	10 May 2018		
The Assignor	HARBORNE MAINE LIMITED (Company Number 09836093)		
The Property	93 Hawthorn Road Bognor Regis PO21 2BE Harborne Maine Limited (Company Number: 09836093, Registered address: 2 Cricklade Court Old Town Swindon Wiltshire SN1 3EY)		
Tenure	Freehold		
Title Number	WSX104356		
Details of Rents	Amount	Payer/Tenant	Agreement Details
	£24,000.00 per annum	Papa John's (UK) Limited	Lease made the date hereof between the Assignor (1) and The Tenant (2)

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 in respect of or arising out of any lease or licence 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 Bank, the Assignor hereby assigns to the Bank 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.

2.2 The Bank's rights under this Assignment are in addition to and without prejudice to any rights which the Bank or any receiver appointed by the Bank 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 Bank instruct (in such form as the Bank may require) all tenants and other occupiers of the Property to pay all Rental Income to such account in the name of the Bank as the Bank may elect and take all steps necessary to ensure compliance with such instructions including obtaining acknowledgements of assignment from any person.

3.2 In the event that the Assignor fails to comply with any demand of the Bank to issue any instructions under clause 3.1 the Bank shall have power in the name of the Assignor to give such instructions to the relevant tenants or occupiers.

3.3 The Bank 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 Bank:

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 Bank to pay the Bank (without deduction or set off) all moneys received as Rental Income and to hold the same on trust for the Bank until so paid;

4.1.2 to ensure that no person other than the Bank obtains any right in respect of the Rental Income.

5. POWER OF ATTORNEY

5.1 The Assignor by way of security irrevocably appoints the Bank 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 this Assignment by law of the Bank 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 Bank under this Assignment.

6. NO LIABILITIES AS MORTGAGEE IN POSSESSION

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

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

7. COSTS AND EXPENSES

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

8. DISCHARGE

8.1 The Bank 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 Bank under this Agreement are not affected by any release discharge, variation or invalidity of any other security held by the Bank.

9.3 The rights and powers conferred on the Bank under this Assignment are in addition to any right conferred on it by law and statute.

9.4 The Bank can assign or transfer its rights under this Assignment and disclose to any person connected with it and/or any person to whom it is proposing to transfer or assign or sub-participate or have transferred or assigned or sub-participated any of its rights under this Assignment (or any advisors) any information about the Assignor or any party connected or associated with the Assignor. The Assignor may not transfer its rights or obligations.



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

SIGNED AS A DEED AND DELIVERED by the Assignor in the presence (where applicable) of the Witness(es):-

Individual Assignor(s)			
Assignor		Witnesses	
(1)	Signature:	Signature:	
	Printed Name:	Printed Name:	
(2)	Signature:	Signature:	
	Printed Name:	Printed Name:	
(3)	Signature:	Signature:	
	Printed Name:	Printed Name:	

Corporate Assignor	
The common seal of the Assignor was affixed to this Deed in the presence of	Director: Director/Secretary:

or execute as a Deed by

Name of Company: acting by two Directors or by a Director and its Secretary	Director: Director/Secretary:
Name of Company: acting by one Director in the presence of a witness	Director:  Witness:  Witness Name: STEPHEN EVANS Address: 110 GECOURT ROAD GROVEDALE GL1 3UH

SIGNED and delivered by:
ALDERMORE BANK PLC
acting by:-

[]

Its duly authorised attorney

.....

In the presence of:-

Witness:

Name:

Address: