

MR01

Particulars of a charge

820153 | 23



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **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 no
instrument. Use fo

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record. **Do not send the original.**

TUESDAY



A26 *A6CVHU1N*
15/08/2017 #284
COMPANIES HOUSE

1 Company details

Company number 1 0 7 6 1 7 2 4

Company name in full GOLFTEE NOM C LIMITED

For official use

→ **Filling 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 d 1 d 0 m 0 m 8 y 2 y 0 y 1 y 7

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 ROYAL BANK OF SCOTLAND PLC

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	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
	The whole right, title and interest in and to the rental income in terms of the lease affecting the property known as 121 High Street, Dumfries.	
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ¹	
	<p>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.</p> <p><input checked="" type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	Please sign the form here.	
	<p>Signature</p> <p>X DA P.pu X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Scott Ferrier
Company name	DLA Piper Scotland LLP
Address	Collins House, Rutland Square
Post town	Edinburgh
County/Region	
Postcode	E H 1 2 A A
Country	SCOTLAND
DX	ED271 Edinburgh1
Telephone	0131 242 5078



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10761724

Charge code: 1076 1724 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2017 and created by GOLFTEE NOM C LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2017.

DX

Given at Companies House, Cardiff on 23rd August 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



FAS 7052 SDF

ASSIGNATION

by

GOLFTEE NOM C LIMITED and GOLFEE NOM D LIMITED

as trustees for

DERANDD INVESTMENT PARTNERS LIMITED PARTNERSHIP

in favour of

THE ROYAL BANK OF SCOTLAND PLC
(as Security Trustee)

Subjects: 121 High Street, Dumfries, DG1 2QT



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 14 August 2017

SIGNED Scott David Ferrier

DERANDD LLP

SCOTLAND LLP

SCOTT DAVID FERRIER,
NOTARY PUBLIC

WE, **GOLFTEE NOM C LIMITED** (Registered Number 10761724) and **GOLFTEE NOM D LIMITED** (Registered Number 10761766) both being incorporated as companies in England and having our registered office at First Floor, Finchale House, Belmont Business Park, Durham, United Kingdom DH1 1TW as trustees for Derandd Investment Partners Limited Partnership, a limited partnership registered in England (Registered Number LP9428) whose registered office is at First Floor Earl Grey House, 75-85 Grey Street, Newcastle-upon-Tyne NE1 6EF] (hereinafter referred to as the "**Chargor**") CONSIDERING that the said Derandd Investment Partners Limited Partnership (hereinafter referred to as the "**Borrower**") acting through its general partner, Golftee GPI Limited (Registered Number 10755971) with registered office at the said First Floor, Finchale House, Belmont Business Park, Durham, United Kingdom DH1 1TW ("**General Partner**"), has been granted certain loan facilities under a Facilities Agreement dated 4 January 2008 between the Derandd acting through its General Partner and **THE ROYAL BANK OF SCOTLAND** plc (Registered Number SC090312), having its Registered Office at Thirty six St Andrew Square Edinburgh (as Original Lenders, Arranger, Agent and Security Trustee as therein defined), as the said facilities agreement may be further amended, novated, varied or supplemented in any way from time to time including by way of amendment and restatement agreements dated 9 March 2009 and 13 October 2011, by amendment letters dated 23 October 2013, 9 October 2014 and 5 December 2014 and by amendment and restatement agreements dated 23 June 2016 and on or about the date of these presents (hereinafter referred to as the "**Facilities Agreement**"); FURTHER CONSIDERING that, in respect of the said loan facilities, we the Chargor have granted or are about to grant a Standard Security in favour of the said The Royal Bank of Scotland plc (as Security Trustee as defined in the Facilities Agreement) over ALL and WHOLE those subjects detailed in Part 1 of the Schedule annexed and executed as relative hereto ("**Property**"); FURTHER CONSIDERING that we the Chargor have agreed to grant these presents as additional security for the whole sums due or to become due under the Facilities Agreement, the said Standard Security or otherwise in any manner of way to the said The Royal Bank of Scotland plc as Security Trustee for the Finance Parties as defined in the Facilities Agreement and its successor(s) as such Security Trustee (hereinafter referred to as "**Security Trustee**"); NOW THEREFORE we the Chargor Do Hereby ASSIGN to and in favour of the Security Trustee our whole right, title and interest in and to the Rental Income (as defined in the Facilities Agreement) in respect of monies due and to become due to the Chargor in terms of the Leases affecting the Property, the Leases currently affecting the Property being those detailed in part 2 of the schedule annexed and executed as relative hereto; Together with the right to receive the Rental Income and issue a valid and effective receipt or receipts in respect of the same, which said receipt or receipts are hereby declared to be full and sufficient discharge and fully binding upon the Chargor; And we the Chargor undertake that we shall, at the request of the Security Trustee, at our own expense, grant and execute such other deeds and documents and take all such lawful action as may, in the opinion of the Security Trustee acting reasonably, be required to enable the Security Trustee to obtain possession of; recover and uplift the said rent and other monies; And it is hereby declared that the Security Trustee shall be bound and obliged to hold just count and reckoning with the Chargor for whatever stun or sums which the Security Trustee may receive in virtue of the Assignment hereinbefore granted and to make payment to the Chargor of any balance which may remain in the Security Trustee's hands after deduction of all sums of such part of the principal as is payable at that time, interest, costs, expenses and penalties due to the Security Trustee under the said Facilities Agreement and Standard Security or otherwise in any manner of way by the Chargor and/or Derandd acting through the General Partner as the same shall be ascertained by a simple Certificate under the hand of a duly authorised officer for the time being of the Security Trustee, which Statement shall except in the case of manifest error be binding upon the Chargor; And upon re-payment being made of the said loan facilities and all other sums due in any manner of way to the Security Trustee, the Security Trustee shall be bound at the expense of the Chargor, to re-assign or retrocess the right to receive the said rent and other monies as aforesaid insofar as such right then continues to exist; And we the Chargor grant warrandice from our own facts and deeds only; And we the Chargor consent to the registration hereof for preservation and

execution and of the said Certificate for execution: IN WITNESS WHEREOF these presents together with the schedule annexed and executed as relative hereto are executed as follows:

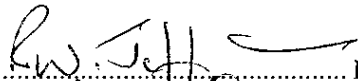
SUBSCRIBED for and on behalf of **GOLFTEE NOM C LIMITED**

at **NEWCASTLE**

on the **15** day

of **JUNE** 2017

by

 Director

ROBERT WILLIAM JEFFERSON Full Name

 Director/~~Company Secretary~~

SPENCER TERESE GLANVILLE Full Name

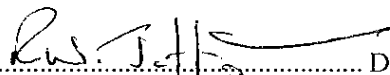
SUBSCRIBED for and on behalf of **GOLFTEE NOM D LIMITED**

at **NEWCASTLE**

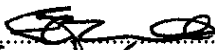
on the **15** day

of **JUNE** 2017

by

 Director

ROBERT WILLIAM JEFFERSON Full Name

 Director/~~Company Secretary~~

SPENCER TERESE GLANVILLE Full Name

This is the Schedule referred to in the foregoing Assignment of Rents by Golftee Nom C Limited and Golftee Nom D Limited in favour of The Royal Bank of Scotland plc (as Security Trustee)

Part 1

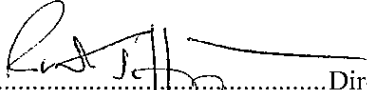
The Property


ALL and WHOLE the subjects known as and forming 121 High Street, Dumfries, DG1 2QT and being the whole subjects registered in the Land Register of Scotland under Title Number DMF6741

Part 2

The Leases

1. Lease between DERANDD INVESTMENT PARTNERS LIMITED PARTNERSHIP and LUXURY LEISURE dated 27 September 2006 and registered in the Books of Council and Session on 13 February 2007 as varied by the Assignment between LUXURY LEISURE and CASHINO GAMING LIMITED dated 10 & 15 September, both days in the year 2010 and registered in the Books of Council and Session on 30 September 2010


..... Director


..... Director/~~Company Secretary~~