

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

193028/13



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**
You may not use this form to
register a charge where
instrument Use form LL



A23 *A47R4AKW* #251
19/05/2015
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 LLP details

LLP number O C 3 5 3 5 8 8

LLP name in full CURO QUEEN STREET LLP

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 0 5 0 5 2 0 1 5

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 COLBY CAPITAL II SARL

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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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

ALL AND WHOLE Unit 3, 78 QUEEN STREET, GLASGOW BEING PART OF THE PROPERTY REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA31879

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 LLP?

☐ 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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You may tick the box if the LLP 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 LL MR06)

9

Please sign the form here

Signature

Signature

X

MEMO FOR PINSENT
MASON LLP

X

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

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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 LLP's Registered Office address.

Contact name

LLP name

PINSENT MASONS LLP

Address

PRINCES EXCHANGE
1 EARL GREY STREET

Post town

EDINBURGH

County/Region

Postcode

E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

LLP number: OC353588

Charge code: OC35 3588 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2015 and created by CURO QUEEN STREET LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 19th May 2015.

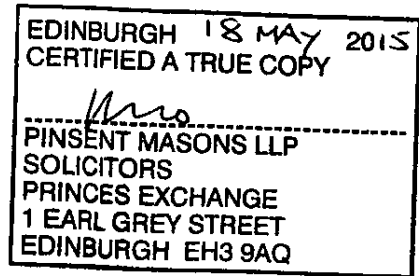
Given at Companies House, Cardiff on 27th May 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



ASSIGNATION OF RENTS

By

CURO QUEEN STREET LLP

in favour of

**COLBY CAPITAL II
SARL**

ASSIGNATION OF RENTS



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

Tel +44 (0)131 777 7000

Fax +44 (0)131 777 7003

Web Site <http://www.pinsentmasons.com>

ASSIGNATION OF RENTS - CHARLOTTE HOUSE, 78 QUEEN STREET, GLASGOW DOC

WE, CURO QUEEN STREET LLP, incorporated under the Limited Liability Partnerships Act 2000 with Registered Number OC353588 and having our Registered Office at Fourth Floor, 18-20 Hill Rise, Richmond, Surrey TW10 6UA, CONSIDERING that **COLBY CAPITAL II S.A.R.L.**, a private limited liability company (société à responsabilité limitée) established and existing under Luxembourg law, having its registered address at 6, rue Eugene Ruppert, L-2453 Luxembourg, Grand-Duchy of Luxembourg, which is registered with the RCS Luxembourg under number B 174282 (hereinafter referred to as the "**Creditor**", which expression shall, where the context so admits or requires, include its successors and assignees whomsoever) have granted to Curo Charlotte House LLP incorporated under the Limited Liability Partnerships Act 2000 with Registered Number OC368592 and having their Registered Office at Fourth Floor, 18-20 Hill Rise, Richmond, Surrey TW10 6UA certain loan facilities, FURTHER CONSIDERING that, in respect of the loan facilities, we have granted a guarantee to the Creditor and have granted a Standard Security over ALL and WHOLE 78 Queen Street, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA31879 (the "**Property**"), FURTHER CONSIDERING that we have agreed to grant these presents as additional security for the whole sums due or to become due under the Personal Bond, the Standard Security or otherwise in any manner of way by us to the Creditor, NOW THEREFORE we Hereby ASSIGN to and in favour of the Creditor our whole right, title and interest in and to the rent and all other monies due and to become due to us in terms of the Lease affecting that part and portion of the Property known as and forming Unit 3 detailed in the Schedule annexed and executed as relative hereto as such Lease may be amended, varied, supplemented or the tenants' interest thereunder assigned from time to time, such rent and other monies to include, for the avoidance of doubt and without prejudice to the foregoing generality, arrears of rent (if any) existing as at the date hereof, increased rent as may become payable following a review of rent, any Value Added Tax which is or may become payable under the Lease in respect of rent, all interest as may be payable from time to time on such rent under the Lease and any sums payable under the Lease whether by way of service charge, reimbursement of common charges, insurance premiums, management fees or otherwise, Together with the right to receive the rent and issue a valid and effective receipt or receipts in respect of the same, which receipt or receipts are hereby declared to be full and sufficient discharge and fully binding upon us, And we undertake that we shall, at the request of the Creditor, 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 Creditor, be required to enable the Creditor to obtain possession of, recover and uplift the rent, And it is hereby declared that the Creditor shall be bound and obliged to hold just count and reckoning with us for whatever sum or sums which the Creditor may receive in virtue of the Assignment hereinbefore granted and to make payment to us of any balance which may remain in the Creditor's hands after deduction of all sums of principal, interest, costs, expenses and penalties due to the Creditor under the Standard Security or otherwise in any manner of way by us as the same shall be ascertained by a simple Certificate under the hand of a duly authorised officer for the time being of the Creditor, which Statement shall be binding upon us, And upon re-payment being made by us of the loan facilities and all other sums due by us in any manner of way to the Creditor, the Creditor shall be bound at the expense of us, to re-assign or retrocess the right to receive the rent and other monies as aforesaid insofar as such right then continues to exist, And we grant warrandice from our own facts and deeds only,

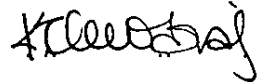
And we consent to the registration hereof for preservation and execution and of the Certificate for execution, IN WITNESS WHEREOF these presents on this and the preceding page together with the Schedule are executed as follows -

They are signed for and on behalf of the Chargor

at 18-20 Hill Rise, Richmond, Surrey
on 5th May 2015
by Kevin Crighton



For and on behalf of the Chargor



Witness

before, as witness

Krini Theodoraki

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION OF RENTS BY CURO
QUEEN STREET LLP IN FAVOUR OF COLBY CAPITAL II SARL

SCHEDULE OF LEASES

Lease between Curo Charlotte House LLP and Shadow Brands Limited dated 30 April 2015

A handwritten signature in black ink, appearing to be 'R. B.', with a long horizontal flourish extending to the right.

For and on behalf of the Chargor