



Registration of a Charge

Company name: **HILTON ROBERTS PROPERTIES LTD**

Company number: **10662306**

Received for Electronic Filing: **11/12/2017**



X6L348BU

Details of Charge

Date of creation: **05/12/2017**

Charge code: **1066 2306 0003**

Persons entitled: **YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH & PETERBOROUGH BUILDING SOCIETY)**

Brief description: **ASSIGNMENT (BY WAY OF SECURITY) OF THE EXCLUSIVE RIGHT TO RECEIVE ALL PAYMENTS RESERVED AS RENT UNDER THE LEASE DATED 05 DECEMBER 2017 OF THE PROPERTY KNOWN AS GROUND FLOOR UNIT, 63 YORK ROAD, ACOMB, YORK, YO24 4LN MADE BETWEEN THE PARTIES REFERRED TO IN THE SCHEDULE OF THE ATTACHED DEED OF ASSIGNMENT OF RENT.**

Contains negative pledge.

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:

**NATALIE FRANCIS, PARALEGAL FOR AND ON BEHALF OF IRWIN
MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10662306

Charge code: 1066 2306 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2017 and created by HILTON ROBERTS PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2017 .

Given at Companies House, Cardiff on 13th December 2017

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

DEED OF ASSIGNMENT OF RENT

DATE	5th December 2017
WE, US, THE SOCIETY	Yorkshire Building Society (trading as Norwich & Peterborough Building Society) whose principal office at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ
THE MORTGAGE	dated 5th December 2017 and made between the Borrower and the Society
YOU, YOUR, THE BORROWER	Hilton Roberts Properties Ltd (company no. 10662306) of York Hub, Popes Head Court Offices, Peter Lane, York, YO1 8SU

1 DEFINITIONS

In this Deed:-

"Lease" means the lease(s) specified in the Schedule to this Deed and any lease of the whole or any part of the Property granted by you after the date of this Deed;

"Borrowings" has the same meaning as in the NPCMC and each and any Facility Offer between you and us;

"Facility Offer" means the offer of advance by the Society or (as the case may be) offer of further advance to the Borrower which results in a loan or further loan being made;

"NPCMC" means the Norwich & Peterborough Building Society Commercial Mortgage Conditions 2014

"Property" means the property situate and known as Ground floor unit, 63 York Road, Acomb, York, YO24 4LN

"Rent" means all payments reserved as rent under any Lease of the Property, including any increased payments resulting from any rent review and any interest on such payments, including any Value Added Tax charged on such payments;

"Tenant" means any person at any time holding an interest in the Property under any Lease.

2 ASSIGNMENT

2.1 As additional security for the Borrowings you assign to us, with full title guarantee, the exclusive right to receive the Rent.

2.2 We will only rely on the right at Clause 2.1 if an Event of Default (as that term is defined in the NPCMC) has occurred.

3 BORROWER'S COVENANTS

You covenant with us:-

3.1 if at any time we so require (subject to Clause 2.2), to procure that all payments of Rent are made direct to us (into such account as we specify from time to time);

- 3.2 to ensure that no person other than us or a person authorised by us obtains or exercises any rights over the Rent;
- 3.3 to take (at your own expense) all action necessary (except forfeiture of the Lease) to ensure that the Rent is paid in accordance with the Lease;
- 3.4 If at any time we so require (subject to clause 2.2), to pay to us (without deduction or set off) all money received in respect of Rent;
- 3.5 to implement all rent reviews in respect of the Lease as soon as possible, to take all steps to settle any such review and to collect payments of Rent at the new level immediately after such review; but not to agree to the new level of Rent without our prior written consent (which we will not unreasonably withhold or delay);
- 3.6 not to waive any payment of Rent due;
- 3.7 to ensure that the Tenant does not become entitled to withhold any payment of Rent or become entitled to exercise any right of set off in respect of Rent;
- 3.8 to enter into a further deed in relation to Rent payable under any new or further lease or licence of the Property, as we may request;
- 3.9 to pay all rent and perform all other obligations on the part of the lessee under any superior lease under which you hold the Property; and to procure due performance by the landlord of all lessor's obligations under any such lease; and
- 3.10 to give any notice to the Tenant regarding the terms of this Deed as we may require and procure the acknowledgement of such notice.

4 SOCIETY'S COVENANTS

We covenant with you:-

- 4.1 if we receive payment of any Rent, to pay to you any part of it that relates to reimbursement by the Tenant of the cost of any insurance premium paid by you or to any service charge or management costs imposed on the Tenant as well as any Value Added Tax on the Rent and any other costs or charges; however, you must first provide us with satisfactory evidence of such charges and payment; and
- 4.2 after repayment in full of the Borrowings to reassign to you the right to receive the Rent, at your cost and at your request, subject to any right of consolidation that we may have under the security we hold for the Borrowings.

5 BORROWER'S WARRANTIES

You represent and warrant to us that:-

- 5.1 you are entitled to receive the Rent;
- 5.2 you have not disposed of, or charged, your right to receive the Rent to anyone other than us; and
- 5.3 you are entitled, and have obtained all necessary authorisations, to enter into this Deed.

6 CONTINUING SECURITY

This Deed is:-

- 6.1 a continuing security;
- 6.2 not affected by changes in the Borrowings;
- 6.3 in addition to, and not affected by, any other security we hold for the Borrowings;
- 6.4 not prejudiced or affected by any payment that may be avoided under any applicable insolvency legislation;

6.5 not affected by the invalidity of any other security for the Borrowings, or any failure to put it in place, or any waiver, release or variation of any security for the Borrowings;

6.6 not affected by the insolvency, death, mental incapacity or change of constitution of the Borrower or any other person; and

6.7 not affected by any other action that we take, or fail to take, to enforce the terms and conditions applicable to the Borrowings or any other security for such, or by our giving the Borrower time to pay or any other concession.

7 RIGHTS OF THE SOCIETY

We are entitled:-

7.1 to exercise our rights under this Deed without being required to enforce any other security we hold for the Borrowings, to take any proceedings against the Borrower or any other person, or to make any claim in the bankruptcy, winding-up or liquidation of the Borrower or any other person providing security for the Borrowings;

7.2 to transfer the benefit of this Deed in the same way as we may transfer any other security we hold for the Borrowings;

7.3 to take action (including legal proceedings) against the Tenant in the name of the Borrower;

7.4 to be paid all the costs and expenses incurred by us (and by every receiver, manager or agent appointed by us under this Deed or under any other security we hold), in exercising our rights under this Deed.

8 FURTHER ASSURANCE

8.1 You irrevocably appoint us, and any person nominated in writing under the hand of any officer of the Society, as your attorney to do all acts and things, and execute all documents, required to perfect and enforce the security created by this Deed.

8.2 You agree to pay our costs, fees and expenses (including disbursements and Value Added Tax) in respect of the giving (or refusing) or any consents or licences required under this Deed, and all other costs and expenses incurred by us in connection with any Lease and any legal proceedings or procedures contemplated under this Deed.

9 GENERAL

9.1 If any provision of this Deed is or proves to be unenforceable under any applicable law, the enforceability of the other provisions is not affected.

9.2 A certificate given by the Society as to the amount of any sum due from you to us under this Deed will, except for obvious error, be conclusive and binding on you.

9.3 Neither the restriction on consolidating mortgage securities contained in Section 93, Law of Property Act 1925, nor the restrictions contained in Section 103, Law of Property Act 1925 apply to this Deed.

9.4 Notices under this Deed may be given in accordance with the relevant provisions of the NPCMC.

9.5 This Deed is governed by English law. You irrevocably agree to accept the non-exclusive jurisdiction of the English Courts.

10 INTERPRETATION

In this Deed, where the context admits:-

10.1 "you" and "Borrower" includes your personal representatives and successors in

title;

10.2 "we" "us" and "the Society" includes our successors in title and assigns;

10.3 where either party consists of two or more persons, obligations on the part of such party are joint and several;

10.4 any reference to any statute includes any modification or re-enactment of it, and any instruments or regulations made under it;

10.5 the singular includes the plural;

10.6 references to one gender include all other genders; and

10.7 clause headings are not to be taken into account in its interpretation.

IN WITNESS whereof the parties have executed this Deed and delivered it on the date first above written.

The Schedule : THE LEASE(S)

Date	Parties	Term	Current Rent	Rent Reviews
5 th December 2017	1) Hilton Roberts Properties Limited (company no. 10662306) 2) Darren Wayne Omahony and Sarah Omahony	15 years from date of lease (5 th Dec 2017)	£ 15,000 p/a	1 st December 2020 and every 3 years thereafter

SIGNED as a Deed by the said _____

SIGNED as a Deed by the said _____

In the presence of:

In the presence of:

Witness:

Witness:

(SIGNATURE) _____

(SIGNATURE) _____

Witness:

Witness:

(PRINT NAME) _____

(PRINT NAME) _____

Address:

Address:

(BLOCK CAPITALS) _____

(BLOCK CAPITALS) _____

Executed as a Deed by affixing

THE SEAL of _____)

In the presence of:

Director: _____

Director/Secretary: _____

EXECUTED as a Deed by

Hilton Roberts Properties ,
Limited _____ (limited)

Acting by: _____ NICHOLAS HILTON

a Director in the presence of _____

Witness:

(SIGNATURE)

Witness:

(PRINT NAME) AMBER KHANNA

Address: _____

(BLOCK CAPITALS). _____

Witness occupation: _____

EXECUTED as a Deed by

Hilton Roberts Properties ,
Limited _____ (limited)

Acting by: _____ VINCENT ROBERTS

a Director in the presence of _____

Witness:

(SIGNATURE)

Witness:

(PRINT NAME) AMBER KHANNA

Address: _____

(BLOCK CAPITALS). _____

Witness occupation: _____