



**Registration of a Charge**

Company Name: **BIG PROPERTIES (SCOTLAND) LTD**

Company Number: **SC475610**



XCI9CIPL

Received for filing in Electronic Format on the: **13/12/2023**

**Details of Charge**

Date of creation: **29/11/2023**

Charge code: **SC47 5610 0004**

Persons entitled: **ATOM BANK PLC**

Brief description:

**Contains fixed charge(s).**

**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: **JC FRASER**



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

Company number: 475610

Charge code: SC47 5610 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th November 2023 and created by BIG PROPERTIES (SCOTLAND) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2023 .

Given at Companies House, Edinburgh on 15th December 2023

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**

## ASSIGNATION OF RENTAL INCOME AND RENT ACCOUNT

29 NOVEMBER 2023

This Assignment is made on \_\_\_\_\_ between the Assignor and ATOM BANK PLC incorporated under the Companies Acts (Company Number 08632552) and registered in England and Wales whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS (the "Lender") which terms shall include its transferees and assignees.

**The Assignor:** Big Properties (Scotland) Limited incorporated and registered in Scotland with company number SC475610 whose registered office is at 6<sup>th</sup> Floor, Gordon Chambers, 90 Mitchell Street, Glasgow, G1 3NQ

**The Tenant:** Any tenants at the Property from time to time under any lease or licence or tenancy or any other agreement relating to the occupation of the Property.

**The Properties mean :-**

(One) **ALL and WHOLE** the subjects on the southeast side of Wishart Street, Glasgow, G31 2HT and west side of Firpark Street, Glasgow, G31 2EB registered in the Land Register of Scotland under Title Number GLA29172; and

(Two) **ALL and WHOLE** the subjects known as 85 Dykehead Street, Glasgow, G33 4AQ being the subjects registered in the Land Register of Scotland under Title Number **GLA177331**;

**Rent Account:** means the rent account to be nominated by the Lender and notified by the Assignor to the Tenant, from time to time.

### THIS ASSIGNATION 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 Properties.
"Default Event"	means a default event as defined in the Terms and Conditions;
"Indebtedness"	means, as a result of a default Event, all sums of principal, interest or expenses (including charges) due and owed by the Assignor to the Lender from time to time, whether as principal debtor, surety or otherwise and whether alone or jointly;
"Terms and Conditions"	means the Lender's current Business Banking Secured Loan Terms and Conditions in force from time to time.

#### 2. ASSIGNATION

As a continuing security for the Indebtedness, the Assignor hereby assigns in favour of the Lender all Rental Income and the Rent Account together with all its right title interest in and to the monies from time to time standing to the credit of the Rent Account as a continuing security for the payment and discharge of the Indebtedness subject to the right of redemption on repayment of the Indebtedness detailed within clause 7.

### **3 RENT AUTHORITIES**

- 31 The Assignor shall forthwith upon execution of this Assignment procure that intimation is made to the tenants and other occupiers of the Properties and such other parties as the Lender may require of the fact that the Assignor's interest in the Rental Income has been assigned in favour of the Lender such intimation to be in the form annexed hereto. Within 48 hours of such intimation, the Assignor will provide certified true copies of the intimation letter to the Lender and within 48 hours of receipt of same, the Assignor will provide to the Lender certified true copies of the tenants' acknowledgement. For the avoidance of doubt, the Assignor must procure the tenants' acknowledgment within one calendar month of the date of execution of this Assignment.
- 32 The Assignor shall at any time on written demand from the Lender instruct and further intimate (in such form as the Lender may require) to all tenants and other occupiers of the Properties to pay all Rental Income to the Rent Account and take all steps necessary to ensure compliance with such instructions and intimation including obtaining acknowledgements thereof. For the avoidance of doubt, the Assignor must procure the tenants' acknowledgment within one calendar month of the date of such written demand from the Lender.
- 33 In the event that the Assignor fails to comply with any demand of the Lender to issue any instructions and/or intimations under clause 3.1 and/or 3.2 the Lender shall have power in the name of the Assignor to give such instructions and/or intimations to the relevant tenants or occupiers.
- 34 The Lender may apply any Rental Income received as it considers fit towards discharge of the Indebtedness by this Assignment.

### **4 OBLIGATIONS**

- 4.1 The Assignor agrees with the Lender:
- 4.1.1 promptly and at its own expense to take all action necessary 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;
- 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 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.

## **7. DISCHARGE**

The Lender after repayment of the Indebtedness in full by the Assignor shall at the request and cost of the Assignor re-assign the right to receive the Rental Income assigned to the Lender by the Assignor at clause 2 but without prejudice to any right of consolidation enjoyed by the Lender or the right of the Lender to require further future assignation of Rental Income as herein provided for.

## **8. GOVERNING LAW AND JURISDICTION**

This Assignment and any non-contractual obligations arising in relation to it shall be governed by and construed in accordance with Scots law.

## **9. NOTICES**

91 Any notice given under this Assignment 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 9.2, or as otherwise notified in writing by that party hereunder. Any such notice shall be deemed to have been received:

9.1.1 if delivered personally, at the time of delivery;

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

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

92 The addresses of the parties for the purposes of clause 9.1 are:

**The Lender:** Atom Bank PLC The Rivergreen Centre, Aykley Heads, Durham DH1 5TS

**The Assignor:** 6<sup>th</sup> Floor, Gordon Chambers, 90 Mitchell Street, Glasgow, G1 3NQ

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 Assignor only, such change has been acknowledged in writing by the Lender and the agent for service is located in Scotland or such other United Kingdom jurisdiction as the Lender shall approve.

93 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 9.2 (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 9.2, or as otherwise notified by that party under this Assignment

94 Notice given under this Assignment shall not be validly served if sent by e-mail

## **10. MISCELLANEOUS**

101 Any term of this Assignment 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.

102 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Assignment 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 Assignment are cumulative and not exclusive of any rights or remedies provided by law.

103 Termination of any of the tenancies in place at the Property shall not affect the continuance of this Assignment and the definition of Property shall be construed to mean any and all occupational tenancies subsisting at the Property from time to time.

104 Expressly agreed and declared that each and every liability undertaken by the Assignor hereunder shall not be personal but instead shall be limited at all times to the value of the assets in the said Pension Scheme from time to time.

The Assignor hereby consents to registration of this Assignment for preservation and execution.

**IN WITNESS** whereof these presents consisting of this and the preceding three pages are executed as follows:

**Subscribed for and on behalf of the Assignor as follows:**

on 29/11/2023

by

Print Full Name ALAN AIDIE Signature

(DIRECTOR)

Print Full Name ANGELA AIDIE Signature

(DIRECTOR)

Before this witness

Print Full Name \_\_\_\_\_ Witness

Address \_\_\_\_\_