



**Registration of a Charge**

Company name: **D. T. F. LIMITED**

Company number: **01477534**



X6KU7LIX

Received for Electronic Filing: **08/12/2017**

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**Details of Charge**

Date of creation: **07/12/2017**

Charge code: **0147 7534 0023**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE RENTS, RENT DEPOSIT, INSURANCE PREMIA, SERVICE CHARGES  
AND OTHER MONIES PAYABLE FROM TIME TO TIME**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **OLIVIA BRIDGE**



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

Company number: 1477534

Charge code: 0147 7534 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2017 and created by D. T. F. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2017 .

Given at Companies House, Cardiff on 12th 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

**ASSIGNATION OF RENTS**

by

**D. T .F. LIMITED**

in favour of

**SANTANDER UK PLC**

**Rental Income in respect of:**

Tara House, 46 Bath Street, Glasgow G2 1HG

Title Number (GLA13912)



**WEIGHTMANS LLP**

144 West George Street  
Glasgow  
G2 2HG

**Ref: W15568-190/DGY**

FAS: 6302

## ASSIGNATION OF RENTS

between

(1)

Name	D. T .F. LIMITED
Registered number	01477534
Address	SUTHERLAND HOUSE 70/78 WEST HENDON BROADWAY LONDON NW9 7BT

("Assignor"); and

(3) **Santander UK plc** as security trustee for each Group Member ("**Creditor**")

### WHEREAS:-

- (1) The Assignor is the heritable proprietor of the Security Subjects (as hereinafter defined) and is the landlord under the Leases (as hereinafter defined);
- (2) The Assignor and the Creditor have entered into or are about to enter into the Loan Agreement (as hereinafter defined) and the Assignor has granted or is about to grant the Standard Security (as hereinafter defined); and
- (3) In terms of the said Loan Agreement the Assignor is bound to grant this Assignment.

**NOW THEREFORE** the Parties agree as follows:-

### 1. DEFINITIONS AND INTERPRETATION

In this Assignment:-

- 1.1 The following words and expressions shall have the following meanings where the context so permits:-

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Event of Default"** has the meaning given to it in the Loan Agreement;

**"Group"** means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being;

**"Group Member"** means each member of the Group;

**"Intimation Notice"** means a notice to each of the Tenants in the form set out in Part 2 of the Schedule;

**"Leases"** means the occupational leases of the Security Subjects described in Part 1B of the Schedule;

**"Loan Agreement"** means the Loan Agreement dated on or around the date of this Assignment entered into or to be entered into between the Assignor and the Creditor in respect of the provision of funding to be secured *inter alia* by the Standard Security, as such Loan Agreement may be varied from time to time;

**"Parties"** means all persons who are, or by virtue of a permitted assignment become, parties to this Assignment;

**"Payment Notice"** means a notice to each of the Tenants in the form set out in Part 3 of the Schedule;

**"Rental Income"** means the rents, rent deposit, insurance premia, service charges and other monies payable from time to time by the Tenants in terms of the Leases together with the output VAT charged by the Assignor on such Rental Income to the Tenants;

**"Schedule"** means the Schedule annexed and executed as relative to this Assignment and which forms part of this Assignment;

**"Secured Debt"** means all obligations, monies and liabilities, including interest, costs, charges, fees, expenses and others whatsoever due or that may at any time after the date of this Assignment become due or owing or incurred by the Assignor to the Creditor, whether alone or jointly with any other person or persons and whether as principal debtor, agent, trustee, guarantor or otherwise, including without prejudice to that generality all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Assignor to the Creditor under or pursuant to the Loan Agreement;

**"Security Subjects"** means the property described in Part 1A of the Schedule together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property;

**"Self Evidencing Manner"** means, when referring to the manner of execution of any document or deed, that the same is to be executed in such a manner that the document or deed will be presumed to have been subscribed by the granter and that any annexations to it have been incorporated in it, all as provided for in Sections 3, 7 and 8 and Schedule 2 of the Requirements of Writing (Scotland) Act 1995;

**"Standard Security"** means the Standard Security over the Security Subjects granted or to be granted by the Assignor in favour of the Creditor and dated on or around the date of this Assignment;

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

**"Tenants"** means the parties from time to time in right of the tenant's interest in terms of the Leases;

**"VAT"** means Value Added Tax;

- 1.2 The masculine gender shall include the feminine and neuter genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References to Clauses are to Clauses of this Assignment.
- 1.4 Headings to the Clauses and to parts or sections of the Schedule are inserted for convenience only and shall not affect the construction of this Assignment.

- 1.5 If there is any conflict and/ or inconsistency between the terms of this Assignment and the Loan Agreement, then the terms of the Loan Agreement shall prevail.

**2. ASSIGNATION OF RENTAL INCOME**

In security for the Secured Debt the Assignor ASSIGNS to the Creditor the Rental Income with effect from 7<sup>th</sup> December 2017.

**3. ASSIGNOR'S WARRANTIES AND UNDERTAKINGS**

The Assignor warrants and undertakes to the Creditor as follows:-

- 3.1 That it shall observe and perform the landlord's obligations under the Leases and keep the Creditor fully and effectually indemnified against all losses, damages, costs, expenses, charges and liability of whatsoever nature arising under the Leases or arising out of this Assignment or any actions taken under this Assignment.
- 3.2 To enforce, in accordance with the principles of, good estate management, due observance and performance by the Tenants of all Tenants' obligations under the Leases to pay the Rental Income, on the due date or dates for payment, to the Creditor.
- 3.3 Not without the prior written consent of the Creditor to purport to exercise or to exercise any rights of irritancy or other rights of enforcement as landlord under the Leases and, in particular, but without prejudice to the foregoing generality, not to compromise without such consent as aforesaid or release any obligation or payment which may from time to time be outstanding or due from the Tenants.
- 3.4 To deliver to the Creditor on demand (either at any time on or after the date of this Assignment in relation to such Leases as have already been executed or entered into at such date or, in relation to such Leases as may be executed or entered into after the date of this Assignment, at any time after such lastmentioned date of execution or entering into) Intimation Notices addressed to all of the Tenants, which Intimation Notices the Creditor shall then be entitled to serve on the Tenants at any time.

**4. SERVICE OF PAYMENT NOTICES**

The Creditor shall be entitled to serve Payment Notices on the Tenants at any time after the Assignor is in default in terms of the Standard Security.

**5. APPLICATION OF RENTAL INCOME**

The Creditor shall be entitled to apply any Rental Income from time to time received by the Creditor in or towards the satisfaction of any or all of the Secured Debt, in the manner and in the order which the Creditor sees fit.

**6. POWER OF ATTORNEY**

- 6.1 The Assignor irrevocably appoints the Creditor as its attorney with full power in its name and on its behalf to execute any document or do any act or thing which the Assignor is obliged to execute or do whether in terms of this Assignment or otherwise or which the Creditor may in its absolute discretion consider appropriate in connection with the procurement by it of receipt of the Rental Income anticipated by this Assignment.
- 6.2 The powers granted under this clause 6 may be exercised at any time after the earlier of (i) the expiry of ten Business Days following the failure by the Assignor to do that which it is required to do by the terms of this Assignment or (ii) an Event of Default which is continuing.

**7. DELEGATION OF POWER BY THE CREDITOR**

The Creditor may at any time and from time to time delegate by Power of Attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Creditor in terms of this Assignment and any such delegation may be made upon such terms and conditions and subject to such regulations as the Creditor may think fit and the Creditor shall not be in any way liable or responsible to the Assignor for any loss or damage arising from any act, default or omission or misconduct on the part of such delegatee.

**8. DELAY IN ENFORCEMENT OF RIGHTS**

The Creditor's rights and powers arising out of any breach or non-performance of or non-compliance with any obligation, agreement or condition in terms of or under this Assignment shall not be prejudiced by any delay in enforcing such rights and powers or time being given to the Assignor or any other act done or omitted by the Creditor and which, but for this clause, might have been deemed a waiver of such breach nor shall any single or partial exercise of any such right or power preclude any further exercise of the same or the exercise of any other right, power or remedy available to it.

**9. CREDITOR HAS NO LIABILITY**

The Creditor shall not, by virtue of this Assignment, have any obligations of any kind or be under any liability whatsoever to the Tenants.

**10. ASSIGNATION BY CREDITOR**

The Creditor shall be entitled to assign its rights and obligations in terms of this Assignment to any party to whom it may assign its rights and obligations under the Standard Security.

**11. WARRANTICE**

The Assignor warrants this Assignment absolutely.

**12. RETROCESSION**

As soon as reasonably practicable after the Creditor is satisfied that all of the Secured Debt has been discharged in full and that no further liability is capable of arising on the part of the Assignor towards the Creditor, then the Creditor will, at the cost of the Assignor, retrocess and re-assign the Rental Income to the Assignor.

**13. VALIDITY**

If at any time any provisions of this Assignment shall become or be held to be of no effect or unenforceable whether by operation of law or by reason of uncertainty or otherwise, it shall not affect the validity or enforceability of the remainder of this Assignment which shall remain in full force and effect.

**14. FURTHER ASSURANCE**

The Parties shall, so far as it lies within their power to do so, do such things and execute such deeds and documents as may be necessary to give full effect to the provisions, spirit and intent of this Assignment.

**15. WAIVER AND VARIATION**

- 15.1 No variation of this Assignment shall be valid unless it is in writing and executed by the Parties in a Self Evidencing Manner.

15.2 No waiver by either of the Parties of any of the requirements of, or of that party's rights under, this Assignment shall have effect unless given in writing executed in a Self Evidencing Manner.

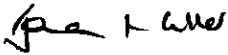
**16. JURISDICTION**

This Assignment shall be governed by and construed in accordance with Scots Law and, to any extent that this may be required, the Parties hereby prorogate the jurisdiction of the Scottish Courts in relation to this Assignment.

**17. CONSENT TO REGISTRATION**

The Parties consent to registration of this Assignment for preservation: IN WITNESS WHEREOF these presents typewritten on this and the preceding four pages together with the Schedule annexed hereto are executed as follows:-

SUBSCRIBED for and on behalf of D.T.F. LIMITED by:

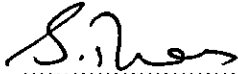


..... Director

JONATHAN MARK  
MILLER

..... Full Name

in the presence of:



..... Witness signatory

SANDRA THOMAS..... Full Name

SUNDELLAND HOUSE..... Address  
70-72 WEST HANCOCK BROADWAY  
LONDON, N.W.9 7ST

At LONDON.....

On 07/12/2017.....



SUBSCRIBED for and on behalf of Santander UK plc by:

..... Authorised signatory

..... Full Name

in the presence of:

..... Witness signatory

..... Full Name

..... Address

.....

At .....

On .....

**This is the Schedule referred to in the foregoing Assignment of Rents by D. T.F. Limited  
in favour of Santander UK plc**

**Part 1A**

**Security Subjects**

ALL and WHOLE the subjects known as and forming Tara House, 46 Bath Street, Glasgow G2 1HG being the subjects registered in the Land Register of Scotland under Title Number GLA13912

**Part 1B**

**Leases**

1. Lease between D. T. F Limited and Mmrsmillionaire Limited dated 12 and 29 November and registered in the Books of Council and Session on 19 December, both months in the year 2013 (as subsequently amended or varied);
2. Lease between D. T. F. Limited and Akkurt and Dumen Limited dated 11 January and 5 February and registered in the Books of Council and Session on 27 March, all dated in the year 2013 (as subsequently amended or varied);
3. Lease between D. T. F. Limited and Customer Experience People Limited dated 8 and 15 March and registered in the Books of Council and Session on 21 March, all days in the year 2017 (as subsequently amended or varied);
4. Car Parking Licence between D. T. F. Limited and Customer Experience People Limited dated 8 and 15 March and registered in the Books of Council and Session on 21 March, all days in the year 2017 (as subsequently amended or varied);
5. Lease between D. T. F. Limited and Protocol Skills Limited dated 22 November and 17 December 2004 and registered in the Books of Council and Session 14 January 2005 (as subsequently amended or varied);
6. Lease between D. T. F. Limited and Gamma Telecom Limited dated 25 May and 6 June and registered in the Books of Council and Session on 26 June, all dates in the year 2017 (as subsequently amended or varied);
7. Car Parking Licence between D. T. F. Limited and Gamma Telecom Limited dated 25 May and 6 June and registered in the Books of Council and Session on 26 June, all dates in the year 2017 (as subsequently amended or varied);
8. Lease between D. T. F. Limited and Office of Rail Regulation dated 26 September and 6 November and registered in the Books of Council and Session on 13 November, all dates in the year 2008 (as subsequently amended or varied);
9. Licence to Occupy between D. T. F. Limited and Office of Rail Regulation dated 26 September and 6 November and registered in the Books of Council and Session on 13 November, all dates in the year 2008 (as subsequently amended or varied);
10. Lease between D. T. F. Limited and Serco Caledonian Sleepers Limited dated 23 February, and 6 May and registered in the Books of Council and Session on 13 May, both months in the year 2016 (as subsequently amended or varied);
11. Lease between D. T. F. Limited and Vivos Technology Limited dated 27 February and 8 March and registered in the Books of Council and Session on 13 March, all dates in the year 2017 (as subsequently amended or varied);

12. Lease between D. T. F. Limited and Drummond Miller LLP dated 20 October and 3 November 2017 and currently undergoing registration in the Books of Council and Session (as subsequently amended or varied);
13. Lease between D. T. F. Limited and Scottish Association of Citizens Advice Bureaux dated 17 and 25 February and registered in the Books of Council and Session on 15 September, all dates in the year 2014 (as subsequently amended or varied);
14. Car Parking Licence between D. T. F. Limited and Scottish Association of Citizens Advice Bureaux dated 17 February and 13 March and registered in the Books of Council and Session on 15 September, all dates in the year 2014 (as subsequently amended or varied);
15. Lease between D. T. F. Limited and Ketchup Limited dated 28 July and 7 September 2015 and registered in the Books of Council and Session on 20 May 2016 (as subsequently amended or varied);
16. Lease between D. T. F. Limited and Scottish Renewables Forum Limited dated 2 and 15 September and registered in the Books of Council and Session on 19 September, all dates in the year 2014 (as subsequently amended or varied); and
17. Licence to Occupy constituted by Missives between Tods Murray LLP on behalf of D.T. F. Limited and Anderson Strathern LLP on behalf of Done Brothers (Cash Betting) Limited dated 22 May 2013 and registered in the Books of Council and Session on 24 May 2013.

## Part 2

### Intimation Notice

[To be Typewritten in duplicate on Assignor's headed notepaper]

[Tenant]  
[address for notices]

Dear Sirs,

[Property Address]

We refer to the Lease (in this intimation called the "Lease") between [ ] (the "Landlord") and [ ], dated [*here detail*] and registered in the Books of Council and Session on [*here detail*], in respect of which [ ] are the current landlord and you are the current tenant.

On behalf of the Landlord we INTIMATE to you that the Landlord has assigned to Santander UK plc, incorporated under the Companies Acts (Registered Number 2294747) and having its Registered Office at 2 Triton Square, Regent's Place, London (hereinafter called the "Creditor") all right, title and interest in and to the rent, insurance premia, service charges and other monies (all in this intimation called the "Rental Income") due and becoming due and payable by you to the landlord under the Lease.

Until you are directed to the contrary by the Creditor, Rental Income should continue to be paid to the Landlord. However with immediate effect from your receipt of any such direction from the Creditor the Landlord authorises and instructs you to pay all Rental Income becoming due after your receipt of such direction to such account as the Creditor may direct.

The authorisation and instruction given in this intimation may not be revoked or varied without the written consent of the Creditor.

Notwithstanding the assignation of the Rental Income to the Creditor, we confirm that the Landlord remains liable to you for the full and proper performance of all of the landlord's obligations in the Lease.

On receipt of this intimation please sign the duplicate enclosed and return it to the Creditor in the enclosed stamped addressed envelope.

Yours faithfully

.....  
For and on behalf of D. T .F. Limited

Received by  
at  
on            day of

.....  
For and on behalf of [ ]

**Part 3**

**Payment Notice**

[To be Typewritten in duplicate on Creditor's headed notepaper]

[Tenant]  
[address for notices]

Dear Sirs,

[Property Address]

We refer to (1) the Lease (in this notice called the "Lease") between [ ] and [ ], dated [here detail] and registered in the Books of Council and Session on [here detail], in respect of which [ ] are the current landlord and you are the current tenant; and (2) the Intimation of Assignment (in this notice called the "Intimation") to us of [ ]'s whole right, title and interest in and to the rent, insurance premia, service charges and other monies (all in this notice called the "Rental Income") due and becoming due and payable by you to the landlord under the Lease, said Intimation being dated [here detail].

We NOTIFY you that you are now directed by us, with immediate effect, to pay all future Rental Income to [here detail Bank account] or to such other account as we may otherwise direct.

Notwithstanding the assignation of the Rental Income to us or this direction to pay, we confirm that [ ] remain liable to you for the full and proper performance of all of the landlord's obligations in the Lease.

On receipt of this intimation please sign the duplicate enclosed and return it to us in the enclosed stamped addressed envelope.

Yours faithfully

.....  
For and on behalf of Santander UK plc

**[This to be typed on the duplicate copy only-**

**Received by**  
at  
on            day of

.....  
For and on behalf of [ ]

.....  
Director

.....  
Director/ Secretary

