



Registration of a Charge

Company name: **ACADEMY HOUSE PROPERTIES LTD.**

Company number: **SC329047**

Received for Electronic Filing: **06/07/2015**



X4B3NCZU

Details of Charge

Date of creation: **23/06/2015**

Charge code: **SC32 9047 0006**

Persons entitled: **SANTANDER UK PLC**

Brief description: **WHOLE RIGHT, TITLE AND INTEREST IN AND WHOLE RIGHTS TO
RECEIVE THE RENTS WHICH ARE OR MAY HEREAFTER BECOME
PAYABLE**

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: 329047

Charge code: SC32 9047 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd June 2015 and created by ACADEMY HOUSE PROPERTIES LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2015 .

Given at Companies House, Edinburgh on 7th July 2015

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



Assignment and Irrevocable Mandate

by

Academy House Properties Limited

in favour of

Santander UK Plc

Subjects:

Ref:

FAS: 3889 DD

Harper Macleod LLP The Ca'd'oro 45 Gordon Street Glasgow G1 3PE
Tel +44 (0)141 221 8888 Fax +44(0)141 226 4198 e-mail info@harpermacleod.co.uk
www.harpermacleod.co.uk DX GV86 LP 5, Glasgow 6

Glasgow Edinburgh Inverness

Assignment and Irrevocable Mandate

By Academy House Properties Limited, a company incorporated under the Companies Acts (Company Number SC329047) and having their Registered Office at 30 Miller Road, Ayr, KA7 2AY(hereinafter referred to as "the Borrower")

in favour of

SANTANDER UK plc having its Registered Office at 2 Triton Square, Regent's Place, London, NW1 3AN (hereinafter referred to as "the Bank")

1. Interpretation

In this deed the following words and phrases shall have the following meanings :-

"Lease" means the Lease by the Borrower in favour of Archers Sleepcentre Limited a company incorporated under the Companies Acts (Company Number 04198553) and having its Registered Office formerly c/o John Purvis & Co, Bluebell Cottage, High Street, Chalford Stroud, Gloucestershire and now at 55 Baker Street, London, W1U 7EU dated 1st December 2004 and 17th January 2005 and recorded in the Books of Council & Session on 26th January 2005 as varied by the Assignment and Variation by the said Archers Sleepcentre Limited in favour of Archers Sleepcentre (Hillington) Limited a company incorporated under the Companies Acts (Company Number SC393055) and having its Registered Office formerly c/o Cambell Dallas, Sherwood House, 7 Glasgow Road, Paisley, PA1 3QS and now c/o Archers Sleepcentre, 39 Colquhoun Avenue, Hillington, Glasgow, G52 4PL with consent of the Borrower dated 30th May and 13th June and recorded in the Books of Council & Session on 22 June all in 2011.

"Rents" means all sums by way of rent which shall become payable as at the date hereof and from time to time thereafter (including such arrears of rent, if any, existing at the date hereof; such increased rent as may become payable following a review of rent and any insurance monies received in respect of loss of rent) under or pursuant to the Lease including, for the avoidance of doubt, (a) any Value Added Tax which is or may become payable under the Lease in respect of such rent, (b) all interest as may be payable from time to time on such rent under the terms of the Lease and (c) any sum payable thereunder whether by way of service charge, reimbursement of common charges, insurance premiums, management fees or otherwise.

2. Assignment in Security

The Borrower, in security of all sums due and to become due to the Bank by the Borrower in terms of the Personal Bond granted by the Borrower in favour of the Bank dated of even date with the Borrower's subscription hereof and any variation and alteration thereof, hereby ASSIGNS to and in favour of the

Bank its whole right, title and interest in and its whole rights to receive the Rents which are or may hereafter become payable to the Borrower as Landlord under or in terms of the Lease.

3. For the avoidance of doubt, the Borrower hereby irrevocably INSTRUCTS and REQUESTS payment of the Rents to be made to the Bank at its Registered Office or to such agent as may be appointed by the Bank on demand by the Bank or such agents. The Borrower declares that any recall by it of the foregoing instruction and request shall be ineffective unless the Bank has consented in writing to such recall.
4. The Borrower declares and accepts that the receipt or receipts by the Bank or such agent issued in respect of the Rents shall be a full and sufficient discharge therefor and fully binding on the Borrower.
5. The Borrower undertakes to deliver to the Bank on written demand at no charge to the Bank:-
 - 5.1. the original (or an Extract Registered copy) of all documents and deeds constituting the Lease and any letters granted in connection therewith and/or notices served in relation thereto; and
 - 5.2. any relevant information in the possession of the Borrower in relation to the current addresses of the tenant under the Lease.
6. The Borrower further undertakes :-
 - 6.1. to duly and punctually perform all the obligations on the part of the Landlord in the Lease and to procure the due performance of all obligations on the part of the tenant as contained in the Lease;
 - 6.2. to take all reasonable action promptly and expeditiously (and at its own expense in all respects) required to ensure the proper payment of the Rents and to ensure that the Rents are paid direct to such account as the Bank shall from time to time direct;
 - 6.3. to notify the Bank immediately if the Borrower makes any election to charge Value Added Tax on the Rents and to duly and punctually make all necessary demands, invoices, returns and payments to H.M Customs and Excise in respect of such Tax and to give all valid Value Added Tax receipts as appropriate;
 - 6.4. to serve promptly all notices and demands and to take all action necessary for the review of all rental payments due under the Lease as and when each rent review falls due;
 - 6.5. not to do or knowingly cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the value of the Rents;
 - 6.6. not at any time while this Assignment and Irrevocable Mandate shall remain undischarged create or agree to create or purport to create any other Assignment in respect of the Rents, nor to permit any third parties (other than the Bank) to obtain any rights over such monies.

7. The Borrower grants warrandice in respect of the Assignment effected by this deed.
8. The Borrower hereby consents to registration hereof for preservation and execution.
9. This deed shall be governed by Scots Law: IN WITNESS WHEREOF these presents consisting of this and the 2 preceding pages are subscribed as follows:-

Subscribed for and on behalf of Academy House
Properties Limited

by

MALCOLM CLARKE

Director

Full Name (Please Print)

at AYR

on 23-06-2015

before

ELIZABETH WOOD

Witness

Full Name (Please Print)

LOCHVIEW BELLSBANK RD

Address

DALMELLINGTON