



Registration of a Charge

Company name: **ARB PROPERTIES (SCOTLAND) LTD**

Company number: **SC558056**



X738WQG8

Received for Electronic Filing: **05/04/2018**

Details of Charge

Date of creation: **04/04/2018**

Charge code: **SC55 8056 0002**

Persons entitled: **COUTTS & COMPANY**

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 558056

Charge code: SC55 8056 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th April 2018 and created by ARB PROPERTIES (SCOTLAND) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2018 .

Given at Companies House, Edinburgh on 6th April 2018

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
ARB PROPERTIES (SCOTLAND) LTD

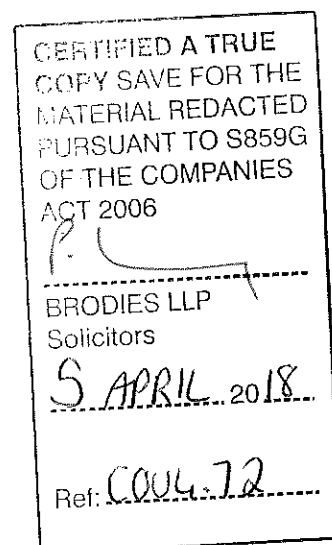
in favour of

COUTTS & COMPANY

Property: Earn House, Lamberkine Drive, Perth, PH1 1RA

2018

Brodies LLP
100 Queen Street
Glasgow G1 3BX
T: 0141 248 4672
F: 0141 221 9270
DX GW 11
Ref: REO.FICA.COU4.72
2018



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ASSIGNATION by:

- (1) **ARB PROPERTIES (SCOTLAND) LTD** a company incorporated in Scotland with registered number SC558056 and having its registered office at Earn House, Lamberkine Drive, Perth, United Kingdom, PH1 1RA (the "Assignor")

in favour of

- (2) **COUTTS & COMPANY** a company incorporated in England and Wales with registered number 00036696 and having its registered office at 440 Strand, London, WC2R 0QS (the "Lender").

CONSIDERING THAT:-

- A. The Lender has agreed or will agree to make certain loan facilities available to the Assignor.
- B. It is a condition precedent to the making available of loan facilities by the Lender to the Assignor that the Assignor grants to the Lender this Assignment.

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to pay

The Assignor undertakes to the Lender that it will pay and discharge all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise).

2 Assignment

- 2.1 The Assignor as security for the payment and discharge of all the Secured Obligations hereby assigns to and in favour of the Lender its whole entitlement to receive the Rental Income from the Tenants and from any other relevant third party (as appropriate).

- 2.2 The Assignor directs and authorises the Tenants and any other relevant third party (as appropriate), with effect from the date of intimation of this Assignment to such Tenants and any other relevant third party (as appropriate) to pay and make over to the Lender or as the Lender may from time to time direct such of the Rental Income and all instalments thereof as (i) may then have become due by such Tenants under the Leases or by any other relevant third party (as appropriate) and are unpaid and (ii) may thereafter become due, as and when the same fall due for payment. The receipt of the Lender shall be as valid and effective an acknowledgement of all such payments as if given by the Assignor.

3 Intimation

- 3.1 The Assignor undertakes forthwith to intimate this Assignment to the Tenants and such other relevant third party as the Lender shall reasonably require in the form set out in the draft Letter of

Intimation in Part 1 of the Schedule and shall provide the Lender with such evidence of intimation as the Lender shall reasonably require.

- 3.2 The Assignor undertakes to procure that the Tenants and such other relevant third party as may have received an intimation pursuant to Clause 3.1 acknowledge receipt of the intimation of this Assignment in the form set out in the draft Form of Acknowledgement in Part 1 of the Schedule and shall provide the Lender with such evidence of acknowledgement as the Lender shall reasonably require.

4 Negative pledge

- 4.1 Except with the prior written consent of the Lender, the Assignor shall not:

- 4.1.1 create, incur, assume or permit to subsist any Security in respect of all or any part of the Rental Income; or
- 4.1.2 sell, transfer, assign or otherwise dispose of all or any part of the Rental Income.

5 Warranties

- 5.1 The Assignor warrants to the Lender that:

- 5.1.1 It is solely entitled to the Rental Income free from any Security on or over any of the Rental Income;
- 5.1.2 the Leases are the only leases affecting the Property or any part or parts thereof as at the date of execution of this Assignment;
- 5.1.3 the description of the Leases set out in Part 2 of the Schedule sets out full, complete and accurate details of the parties to the Leases, the dates of execution and registration thereof and of all variations and/or devolutions of the Leases prior to the date of execution of this Assignment;
- 5.1.4 it has the necessary power to enter into and perform its obligations under this Assignment;
- 5.1.5 this Assignment constitutes its legal, valid, binding and enforceable obligations and constitutes a first ranking security interest over the Rental Income in accordance with its terms;
- 5.1.6 this Assignment does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Assignor is a party or by which it is bound;

- 5.1.7 all necessary authorisations and consents to enable the Assignor to enter into this Assignment have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignment.

6 Enforcement

- 6.1 The security created by or pursuant to this Assignment shall become enforceable at any time after:
- 6.1.1 the failure by the Assignor to pay the Secured Obligations following a demand for payment by the Lender;
 - 6.1.2 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Assignor or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Assignor or the whole or any parts of its property;
 - 6.1.3 the Assignor breaches any of the provisions of this Assignment; or
 - 6.1.4 the occurrence of any other event described as an event of default (or similar term enabling the Lender to demand payment) in terms of the Facility Agreement.

7 Powers on enforcement

- 7.1 At any time after this Assignment has become enforceable the Lender shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Rental Income which could have been exercised by the Assignor, including:
- 7.1.1 power to receive all or any money payable in respect of or in connection with the Rental Income or any part of it; and
 - 7.1.2 power to negotiate, compromise and/or agree any dispute arising in connection with the Rental Income.
- 7.2 The Lender may exercise any of the powers referred to in this Assignment in such manner and to such extent as the Lender considers appropriate.
- 7.3 The Lender shall not be liable to account to the Assignor except in respect of the actual receipts of the Lender and shall not be liable to the Assignor for any loss as a result of the exercise by the Lender of any power conferred by this Assignment.

8 Application of enforcement proceeds

- 8.1 All monies received by the Lender under or by virtue of this Assignment following enforcement of this Assignment shall be applied in the following order:-

- 8.1.1 first, in or towards payment of all costs, charges and expenses incurred by the Lender in connection with the enforcement of this Assignment;
 - 8.1.2 secondly, in or towards satisfaction of the Secured Obligations in accordance with the Facility Agreement; and
 - 8.1.3 thirdly, any surplus shall be paid to the Assignor or any other person entitled thereto.
- 8.2 Nothing contained in this Assignment shall limit the right of the Lender (and the Assignor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of this Assignment into a suspense account, without any obligation to apply the same or any part thereof in or towards discharge of any of the Secured Obligations.
- 8.3 Any amount received under this Assignment by the Lender in a currency other than that in which the Secured Obligations are denominated and payable shall be converted by the Lender into the relevant currency at a market rate of exchange from time to time.

9 Protection of security

- 9.1 The security created by or pursuant to this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.
- 9.2 The security created by or pursuant to this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 9.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to, creating or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 9.4 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

- 9.5 If the Lender receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Rental Income, the Lender may open a new account or accounts with the Assignor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time, all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.
- 9.6 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:-
- 9.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 9.6.2 the Lender compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Assignor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person; or
 - 9.6.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or security held from the Assignor or any other person in connection with the Secured Obligations; or
 - 9.6.4 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of guarantor or indemnifier or by any thing done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Assignor from the Secured Obligations.
- 9.7 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:-
- 9.7.1 take any action or obtain judgement or decree in any court against the Assignor; or
 - 9.7.2 make or file any claim to rank in a winding-up or liquidation of the Assignor; or
 - 9.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Assignor's obligations to the Lender.

10 Further assurance

The Assignor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by or pursuant to this Assignment or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender by this Assignment and shall in particular (but without limitation) promptly after being requested to do so by the Lender, execute all assignments and transfers (in favour of the Lender) of Rental Income which comes into existence after the date of this Assignment and give all notices, orders and directions which the Lender may think expedient for the purposes specified in this Clause.

11 Set-off

11.1 The Assignor authorises the Lender to apply any credit balance (whether or not then due) to which the Assignor is at any time entitled on any account or accounts with the Lender towards satisfaction of the Secured Obligations. If such balances are in different currencies, the Lender may convert either balance at the market rate of exchange for the purpose of the set-off.

11.2 The Lender shall not be obliged to exercise its rights under this Clause 12, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

12 Mandate and attorney

12.1 The Assignor hereby irrevocably appoints the Lender to be its mandatory and attorney for it and on its behalf and in its name or otherwise to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Rental Income or for vesting any of the Rental Income in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Rental Income.

12.2 The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

13 Expenses

13.1 The Assignor binds and obliges itself for the whole expenses of completing and enforcing the security granted by this Assignment and the expenses of any discharge thereof.

- 13.2 All costs, charges and expenses incurred and all payments made by the Lender under this Assignment in the lawful exercise of the powers conferred by this Assignment, whether or not occasioned by any act, neglect or default of the Assignor, shall carry interest from the date of the same being incurred or becoming payable at the Default Rate. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable under this Assignment shall be payable by the Assignor on demand and shall be a Secured Obligation.

14 Indemnity

The Lender and every attorney, manager, agent or other person appointed by the Lender in connection with this Assignment shall be entitled to be indemnified out of the Rental Income in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Assignment and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Rental Income and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Assignment.

15 Avoidance of payments

Any amount which has been paid by the Assignor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Assignor shall not be regarded as having been irrevocably paid for the purposes of this Assignment.

16 Notices

- 16.1 Any communication to be made under or in connection with this Assignment shall be made (in English) in writing and, unless otherwise states, may be made by email or letter.

- 16.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of the Assignor and the Lender for any communication or document to be made or delivered under or in connection with this Assignment.

- | | | |
|--------|---------------|---------------------------------------------------------------------------------------------------------------------|
| 16.2.1 | the Assignor: | Address: Earn House, Lamberkine Drive, Perth, PH1 1RA
Email address: []
For the attention of: [] |
| 16.2.2 | the Lender: | Address: 440 Strand, London, WC2R 0QS
Email address: nigel.patel@coutts.com
For the attention of: Nigel Patel |

- 16.3 Any notice or other communication given to a party shall be deemed to have been received:-

- 16.3.1 if sent by email, on the second Business Day following the day on which it was successfully transmitted;

- 16.3.2 in the case of a written notice given by hand, on the day of actual delivery; and

- 16.3.3 if posted, on the second Business Day following the day on which it was despatched by first class mail postage prepared following the date of despatch by prepaid first class postage,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day.

17 Third parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.

18 Assignment of rights/obligations

- 18.1 The Lender may at any time assign or transfer any of its rights and/or obligations under this Assignment.
- 18.2 The Assignor may not assign or transfer any of its rights and/or obligations under this Assignment.

19 Definitions

19.1 In this Assignment:

- 19.1.1 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Edinburgh and London;
- 19.1.2 **"Default Rate"** means the rate of interest payable in accordance with the terms of the Facility Agreement in relation to any amount which is not paid on the due date for such amount.
- 19.1.3 **"Facility Agreement"** means the £1,000,000 single currency term facility agreement between the Assignor and the Lender dated on or around the date hereof in terms of which the Lender has agreed to make certain loan facilities available to the Assignor (as amended, varied, novated, supplemented, extended, replaced or restated from time to time, however fundamentally);
- 19.1.4 **"Interest"** means interest at the rate(s) applicable to the Secured Obligations;
- 19.1.5 **"Leases"** means the leases and guarantees detailed in Part 2 of the Schedule annexed and subscribed as relative hereto;
- 19.1.6 **"Property"** means ALL and WHOLE the subjects known as and forming Plot 2 Broxden Business Park, Lamberkine Drive, Perth PH1 1RA being the subjects registered in the Land Register of Scotland under Title Number PTH23946;

19.1.7 **"Rental Income"** means all sums paid or payable to or for the benefit of the Assignor arising from the letting, use or occupation of all or any part of the Property, including (but without double counting):

- 19.1.7.1 rents, licence fees and equivalent sums reserved or made payable;
- 19.1.7.2 sums received from any deposit held as security for performance of any tenant's obligations;
- 19.1.7.3 a sum equal to any apportionment of rent in favour of the Assignor;
- 19.1.7.4 any other monies payable in respect of the use and/or occupation of the Property;
- 19.1.7.5 receipts from or the value of consideration given for the surrender, renunciation or variation of any Lease;
- 19.1.7.6 proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of the Property;
- 19.1.7.7 any contribution by an occupational tenant of the Property to a sinking fund or to ground rent due under any of the Leases out of which the Assignor derives its interest in the Property;
- 19.1.7.8 any payment from a guarantor or other surety of any of the Tenants or any other payment in respect of any of the items listed in this definition;
- 19.1.7.9 any moneys payable under any policy of insurance in respect of loss of rent or interest on rent;
- 19.1.7.10 any interest, damages, compensation or expenses for or representing loss of rent awarded to or agreed as a result of any proceedings taken or claim made for the same; and
- 19.1.7.11 any VAT on any sum mentioned in this definition;

19.1.8 **"Secured Obligations"** means any and all monies and obligations due, owing or incurred by the Assignor to the Lender in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including interest, costs, charges and expenses incurred by the Lender in respect of those monies or obligations; and

19.1.9 "Security" means any floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other security agreement or arrangement having the effect of security;

19.1.10 "Tenants" means the tenants for the time being and from time to time under the Leases.

20 Interpretation

20.1 Unless otherwise indicated any reference in this Assignment to:

20.1.1 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

20.1.2 any person shall include that persons successors in title, permitted assignees or permitted transferees;

20.1.3 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;

20.1.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

20.1.5 a clause heading is a reference to a clause or a sub-clause of this Assignment and is for ease of reference only;

20.1.6 the Schedule is a reference to the Schedule annexed to this Assignment and references to this Assignment include its Schedule;

20.1.7 this Assignment (and any provisions of it) or any other document referred to in this Assignment shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

20.2 The date of delivery of this Assignment is the date of delivery stated below the signature of the Assignor. If no date of delivery is stated, the date of delivery is the date of signing stated below the signature of the Assignor.

21 Governing law and jurisdiction

This Assignment shall be governed and construed in all respects in accordance with the law of Scotland and for the benefit of the Lender, the Assignor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts, but without prejudice to the ability of the Lender to proceed against the Assignor in any other appropriate jurisdiction.

22 Certificates

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time.

23 Consent and authorisation

23.1 The Assignor hereby consents to the registration of this Assignment and of any certificate referred to in Clause 22 for preservation and execution.

23.2 The Assignor hereby authorises the Lender or its agent to insert the date of delivery of this Assignment in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 10 pages and the Schedule are executed as follows:

For and on behalf of ARB PROPERTIES (SCOTLAND) LTD



signature of
director/secretary/authorised signatory/witness

ALISTAIR GRAHAM NAPIER

full name of above (print)



Address of witness



signature of
director/secretary/authorised signatory

ANTHONY ROTALL BANKS

full name of above (print)

20th MARCH 2018

date of signing

PERTH

place of signing

4 APRIL 2018

date of delivery

**THIS IS THE SCHEDULE TO THE FOREGOING ASSIGNATION OF RENTS BY ARB PROPERTIES
(SCOTLAND) LTD IN FAVOUR OF COUTTS & COMPANY**

SCHEDULE

PART 1

Form of Notice to Tenants

[Tenant]

[]

Dear Sirs,

Re: Property

- 1 We refer to the lease between [] and [] dated [] (the Lease).
- 2 We give you notice that by an Assignment of Rents between ourselves as Assignor and Coutts & Company (the Lender) all our right, title and interest in and to the rents and all other monies reserved by or arising out of the Lease have been assigned by way of security to the Lender upon the terms set out in the Assignment of Rents.
- 3 We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Lender to the contrary, to pay all rent and all other monies payable by you under the Lease to the following bank account:

 Bank:

 Address:

 Sort Code:

 Account Number:

 Account Name:

 Reference:
- 4 If directed by the Lender in writing to do so, to pay all sums payable by you under the Lease directly to the Lender at such account as the Lender may specify from time to time.
- 5 This notice is governed by the laws of Scotland.

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Lender. A certified true copy of the assignment of rents is annexed.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

Yours faithfully

.....
For and on behalf of ARB Properties (Scotland) Ltd

Form of Acknowledgement from Tenants

Coutts & Company
440 Strand, London, WC2R 0QS
Attention: Nigel Patel

Dear Sirs,

Re: Property

We acknowledge receipt of a notice dated [] and addressed to us by ARB Properties (Scotland) Ltd (the **Assignor**) regarding the Lease (as defined in the notice) mentioned in such notice and we accept the instructions and authorisations contained in such notice.

We acknowledge and confirm that:

- (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Assignor under or in respect of the Lease (as defined in the notice); and
- (b) we shall pay all rent and all other monies payable by us under the Lease to the account in the name of [] (details of which are set out in the notice) and we shall continue to pay those monies to such account until we receive your written instructions to the contrary.

This letter is governed by the laws of Scotland.

Yours faithfully

.....
For and on behalf of Tenant

PART 2**LEASES**

1. Sub-Lease between ARB Properties Scotland LLP and RWE Npower Renewables Limited dated the Sixth day of November Two Thousand and Twelve and Twenty eighth day of February Two Thousand and Thirteen and registered in the Books of Council and Session on the Twenty First day of March in the year Two thousand and Thirteen;
2. Sub-Lease between ARB Properties Scotland LLP and Balhousie Holdings Limited dated the Twentieth day of December Two Thousand and Thirteen and registered in the Books of Council and Session on the Fifteenth day of January Two thousand and fourteen;
3. Sub-Under-Lease between Balhousie Holdings Limited and Savills (UK) Limited dated the Seventh day of July and the First day of August and registered in the Books of Council and Session on the Fourth day of August all in the year Two thousand and sixteen;
4. Sub-Lease by ARB Properties Scotland LLP and Faskally Care Home Limited dated the Twenty Sixth day of March Two Thousand and Twelve and registered in the Books of Council and Session on the Third day of May Two thousand and twelve as assigned by Minute of Assignment by Faskally Care Home Limited in favour of Balhousie Holdings Limited with the consent of ARB Properties Scotland LLP dated the First day of May Two Thousand and Fifteen; and
5. Sub-Lease between KW Properties Limited and Scottish Hydro Electric Power Distribution plc dated the Twenty Seventh day of November and the Fifth day of December both Two thousand and seven.



Signed by: