



Registration of a Charge

Company name: **MONUMENT SSAS (TRUSTEES) LIMITED**

Company number: **SC496932**



X9FQEPV4

Received for Electronic Filing: **15/10/2020**

Details of Charge

Date of creation: **12/10/2020**

Charge code: **SC49 6932 0036**

Persons entitled: **UNITY TRUST BANK PLC**

Brief description: **ALL AND WHOLE 147 BUCHANAN STREET, BALFRON, GLASGOW, G63 0TE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER STG61302**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMIE MCLEAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 496932

Charge code: SC49 6932 0036

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th October 2020 and created by MONUMENT SSAS (TRUSTEES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2020 .

Given at Companies House, Edinburgh on 16th October 2020

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

THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY) (SCOTLAND) ACT 2015, THIS ASSIGNATION OF RENTS IS DELIVERED ON 12 October 2020.

WE **MONUMENT SSAS (TRUSTEES) LIMITED**, a Company incorporated under the Companies Acts with Registered Number SC496932 and having its Registered Office at Office 6, Forrester Lodge, Inglewood, Alloa FK10 2HU, **IAN CAMPBELL DOCHERTY**, residing at Davaar, Endrick Road, Killearn, Glasgow, G63 9QD and **DALLAS PETER RHODES**, residing at 4 Oxbangs Road, Edinburgh, EH10 7AU, as Trustees for DAVAAR SSAS, established by Trust Deed and Rules dated 3 November 2016 and their successors in office and the survivor of them as trustees foresaid (hereinafter referred to as the "Borrower") CONSIDERING that the Borrower has been granted certain loan facilities under the Facilities Agreement between the Borrower and UNITY TRUST BANK PLC (Company Number 01713124) having its registered office at Four Brindleyplace, Birmingham, B1 2JB (hereinafter referred to as the "Facilities Agreement"); FURTHER CONSIDERING that, in respect of the said loan facilities, the Borrower has granted or is about to grant a Standard Security in favour of the said Unity Trust Bank PLC over ALL and WHOLE those subjects detailed in Part 1 of the Schedule annexed and executed as relative hereto (hereinafter referred to as the "Property"); FURTHER CONSIDERING that the Borrower has agreed to grant these presents as additional security for the whole sums due or to become due under the Facilities Agreement, the said Standard Security or otherwise in any manner of way to Unity Trust PLC and its successor(s) (hereinafter referred to as the "Unity"); NOW THEREFORE the Borrower Hereby ASSIGNS to and in favour of Unity its whole right, title and interest in and to the rents and monies due and to become due to the Borrower in terms of the Leases affecting the Property ("Rental Income"), the Leases currently affecting the Property being those detailed in Part 2 of the schedule annexed and executed as relative hereto; Together with the right to receive the Rental Income and issue a valid and effective receipt or receipts in respect of the same, which said receipt or receipts are hereby declared to be full and sufficient discharge and fully binding upon the Borrower; And the Borrower undertakes that it shall, at the request of Unity, at its own expense, grant and execute such other deeds and documents and take all such lawful action as may, in the opinion of Unity acting reasonably, be required to enable Unity to obtain possession of; recover and uplift the said rent and other monies; And it is hereby declared that Unity shall be bound and obliged to hold just count and reckoning with the Borrower for whatever sum or sums which Unity may receive in virtue of the Assignment hereinbefore granted and to make payment to the Borrower of any balance which may remain in Unity's hands after deduction of all sums of such part of the principal as is payable at that time, interest, costs, expenses and penalties due to Unity under the said Facilities Agreement and Standard Security or otherwise in any manner of way by the Borrower as the same shall be ascertained by a simple Certificate under the hand of a duly authorised officer for the time being of Unity, which Statement shall except in the case of manifest error be binding upon the Borrower; And upon re-payment being made of the said loan facilities and all other sums due in any manner of way to Unity, Unity shall be bound at the expense of the Borrower, to re-assign or retrocess the right to receive the said rent and other monies as aforesaid insofar as such right then continues to exist; And this Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts. Where not executed in counterparts, this Assignment shall take effect on the last date of execution by the parties. Where executed in counterparts: (i) this Assignment will not take effect until each of the counterparts has been delivered; (2) each counterpart will be held as

undelivered until the parties agree a date on which the counterparts are to be treated as delivered; (3) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this charge; And the Borrower grants warrandice from its own facts and deeds only; And the Borrower consents to the registration hereof for preservation and execution and of the said Certificate for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule annexed and executed as relative hereto are executed in counterpart by the parties as follows:

SUBSCRIBED for and on behalf of Monument SSAS (Trustees) Limited

at ALMA

on 28th March 2020

by Daniel Tene Bay

Print Full Name


Director

before this witness

CAROLYN WATT

Print Full Name


Witness

Address

FORRESTER LODGE

WINDLEWOOD

ALMA EKIOZHU

Signed by **IAN CAMPBELL DOCHERTY**

at

on

by

Print Full Name

before this witness

Print Full Name

Witness

Address

Signed by **DALLAS PETER RHODES**

at

on

by

Print Full Name

before this witness

Print Full Name

Witness

Address

**THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.
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SUBSCRIBED for and on behalf of Unity

at

on

By

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

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SUBSCRIBED for and on behalf of Monument SSAS (Trustees) Limited

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

Signed by IAN CAMPBELL DOCHERTY

at

GLASGOW

on

27th AUGUST 2020

by

IAN CAMPBELL DOCHERTY

Print Full Name

before this witness

BRENDAN RICHARDSON

Print Full Name

Witness

Address

4 KILLEARN HOUSE
KILLEARN
G63 9QH

Signed by **DALLAS PETER RHODES**

at

on

by

Print Full Name

before this witness

Print Full Name

Witness

Address

**THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.
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SUBSCRIBED for and on behalf of Unity

at

on

By

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

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SUBSCRIBED for and on behalf of Monument SSAS (Trustees) Limited

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

Signed by **IAN CAMPBELL DOCHERTY**

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

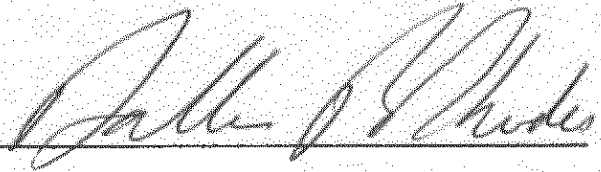
Signed by **DALLAS PETER RHODES**

at EDINBURGH

on 27th AUGUST 2020

by DALLAS PETER RHODES

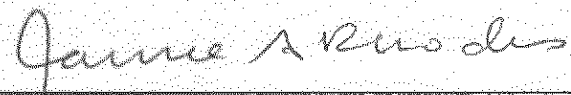
Print Full Name



before this witness

JANKE ANN RHODES

Print Full Name



Witness

Address

4 DEGANES ROAD

EDINBURGH

EH10 7AU

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SUBSCRIBED for and on behalf of Unity

at

on

By

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

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SUBSCRIBED for and on behalf of Monument SSAS (Trustees) Limited

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

Signed by **IAN CAMPBELL DOCHERTY**

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

SUBSCRIBED for and on behalf of Unity

at FOR BRADLEY PLACE, BIRMINGHAM, B1 2JB

on 12/10/2020

By BEN HEYWOOD

Print Full Name



Authorised Attorney

before this witness

CLAIRE JONES

Print Full Name



Witness

Address

FOR BRADLEY PLACE

BIRMINGHAM

B1 2JB

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SUBSCRIBED for and on behalf of Monument SSAS (Trustees) Limited

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

Signed by **IAN CAMPBELL DOCHERTY**

at

on

by

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

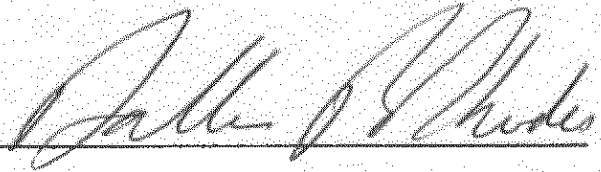
Signed by **DALLAS PETER RHODES**

at EDINBURGH

on 27th AUGUST 2020

by DALLAS PETER RHODES

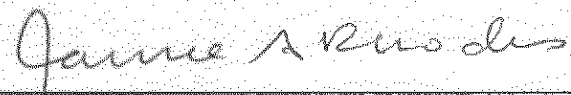
Print Full Name



before this witness

JANKE ANN RHODES

Print Full Name



Witness

Address

4 DEXANS ROAD

EDINBURGH

EH10 7AU

**THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.
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SUBSCRIBED for and on behalf of Unity

at

on

By

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

This is the Schedule referred to in the foregoing Assignment of Rents by MONUMENT SSAS (TRUSTEES) LIMITED and others as Trustees of Davaar SSAS in favour of Unity Trust Bank PLC

Part 1

The Property

ALL and WHOLE 147 BUCHANAN STREET, BALFRON, GLASGOW, G63 0TE being the subjects registered in the Land Register of Scotland under Title Number STG61302

Part 2

The Leases

- 1 The Lease between the Borrower and Royal & Plaid Limited dated on or around the date hereof.



Monument (Director)

Ian Campbell Docherty

Dallas Peter Rhodes


Unity (Authorised Signatory)

Part 2

The Leases

1 The Lease between the Borrower and Royal & Plaid Limited dated on or around the date hereof.

..... Monument (Director)

..... Ian Campbell Docherty

..... Dallas Peter Rhodes

..... Unity (Authorised Signatory)

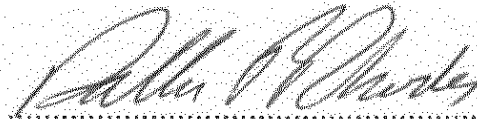
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..... Monument (Director)

..... Ian Campbell Docherty

..... Dallas Peter Rhodes

 BEN HEYWOOD Unity (Authorised Attorney)