ASSIGNATION

between

[ ] LIMITED incorporated under the Companies Acts (Registered Number [ ]) and having their Registered Office at [ ] (**"Assignors"**)

and

[ ] LIMITED incorporated under the Companies Acts (Registered Number [ ]) and having their Registered Office at [ ] (**"Assignees"**)

[with the consent of the Landlords]

WHEREAS:-

(A) The Landlords are the landlords under the Lease;

(B) The Assignors are tenants under the Lease;

(C) [The Guarantors are the guarantors of the tenants' obligations under the Lease;]

(D) The Parties have agreed that the Assignors will assign, and the Assignees will accept an assignation of, the tenants' interest under the Lease with effect from the Date of Entry.

IT IS AGREED by the Parties as follows:-

1 **Definitions**

In this Assignation:-

"Date of Entry" means [ ];

[**"Guarantors"** means [ ]];

"Landlords" means [ ] incorporated under the Companies Acts (Registered Number [ ]) and having their Registered Office at [ ] and includes where the context so requires their successors as landlords under the Lease;

"Lease" means the lease between [ ] and [ ] dated [ ] and [ ] and registered in the Books of Council and Session on [ ] and [also recorded in the Division of General Register of Sasines for the County of [ ] on [ ] [and the Tenants' interest in which is registered in the Land Register of Scotland under Title Number [ ]];

"Parties" means the Assignors [and] the Assignees [and the Landlords];

[**"Price"** means [ ] POUNDS (£[ ]) Sterling [exclusive of any Value Added Tax] [together with Value Added Tax] [in respect of which no Value Added Tax is chargeable];]

"Property" means **ALL** and **WHOLE** [ ] being the subjects more particularly described in the Lease;

[**"Schedule"** means the schedule annexed to this Assignation;]

["**Subleases**" means the subleases detailed in [Part 1 of] the Schedule;]

2 **Assignation**

The Assignors [in consideration of the Price paid by [the Assignees to the Assignors] [the Assignors to the Assignees]] [for no consideration] assign to the Assignees the tenants' interest under the Lease of the Property with entry on the Date of Entry.

3 **Assignees' Obligations**

The Assignees will pay to the Landlords the whole rents and others stipulated in the Lease to be paid by the tenants and will perform, implement and observe the whole other terms, conditions and obligations contained in the Lease so far as incumbent on the tenants under the Lease and whether arising prior to, on or after the Date of Entry until the expiry or otherwise termination of the Lease.

4 **Assignors' Obligations**

The Assignors will free and relieve the Assignees of the whole rents and other sums stipulated in the Lease to be paid by the tenants prior to the Date of Entry in terms of the Lease.

5 **[Variations**

The Parties agree that the Lease will be varied with effect from the Date of Entry in accordance with the provisions of [Part 2 of] the Schedule.]

6 **Costs**

1.1 Each of the Parties will bear their own costs and expenses [save that the [Assignors][Assignees] will pay the costs and expenses of the Landlords in connection with this Assignation.]

1.2 [The Assignees will be responsible for any Stamp Duty Land Tax chargeable on the assignation of the tenants' interest under the Lease.]

1.3 The Assignees will pay the costs of registering this Assignation in the Books of Council and Session and obtaining [four] extracts (one for the Assignors, one for the Assignees and [two] for the Landlords) [and the cost of [recording] [registering] this Assignation in [the General Register of Sasines] [the Land Register of Scotland].]

7 **Warrandice/Possession**

The Assignors grant warrandice [but excepting the Subleases] and give to the Assignees vacant possession of the Property [subject to the Subleases] with effect from the Date of Entry.

8 **[Landlords' Consent**

The Landlords consent to this Assignation and discharge the Assignors [and the Guarantors] of all obligations incumbent on the Assignors [and the Guarantors] in respect of the Lease from and after the Date of Entry.]

9 **Consent to Registration**

The Parties consent to the registration of this Assignation for preservation and execution: IN WITNESS WHEREOF

[Add registration warrant if required]

This is the Schedule referred to in the foregoing Assignation between [ ] and [ ] [with the consent of [ ]]

Part 1

Subleases

1 [ ]

2 [ ]

Part 2

Variations to Lease

1 [Eg change of use]

2 [ ]

ASSIGNATION

between

[ ] **LIMITED**

and

[ ] **LIMITED**

[**with the consent of**

[ ] **LIMITED**]

Property: [ ]

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