

ASSIGNATION

File Ref:

Between

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

and

[complete] LIMITED incorporated under the Companies Acts (Registered Number **[complete]**) and having their Registered Office at **[complete]** ("**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 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 Assignment: -

"Date of Entry" means **[complete]**;

"Landlords" means CROWN ESTATE SCOTLAND, (in Gaelic, Oighreachd a' Chrùin Alba) established as a body corporate in terms of the Crown Estate Scotland Order 2017 previously carrying on business under the name of "Crown Estate Scotland (Interim Management)", (in Gaelic, Oighreachd a' Chrùin Alba (Stiùireadh Eadar-amail)) and renamed in terms of the Scottish Crown Estate Act 2019, on behalf of His Majesty the King, having its principal office at Quatermile Two, 2nd Floor, 2 Lister Square, Edinburgh, EH3 9GL and includes where the context so requires their successors as Landlords under the Lease;

"Lease" means the Lease between the Landlords and the Assignors dated **[complete]** **[as amended/varied]**.

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

"Price" means **[complete]** POUNDS (£**[complete]**) 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** **[complete from Lease description]** being the subjects more particularly described in the Lease;

2 **Assignment**

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 **Costs**

5.1 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 Assignment.]

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

5.3 The Assignees will pay the costs of registering this Assignment 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 registering this Assignment in the Land Register of Scotland].

6 **Warrandice/Possession**

The Assignors grant warrandice and give to the Assignees vacant possession of the Property with effect from the Date of Entry.

7 **Landlords' Consent**

The Landlords consent to this Assignment and discharge the Assignors of all obligation's incumbent on the Assignors in respect of the Lease from and after the Date of Entry.

8 **Consent to Registration**

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

1. For **[complete]**

.....
Signature of Director/Secretary/
Authorised Signatory

.....
Signature of Director/Secretary/
Authorised Signatory/Witness

.....
Full Name of Above (print)

.....
Full Name of Above (print)

.....
Address of Witness

.....
Address of Witness

.....
Date of Signing

.....
Date of Signing

2. For **[complete]**

.....
Signature of Director/Secretary/
Authorised Signatory

.....
Signature of Director/Secretary/
Authorised Signatory/Witness

.....
Full Name of Above (print)

.....
Full Name of Above (print)

.....
Address of Witness

.....
Address of Witness

.....
Date of Signing

.....
Date of Signing

3. For **CROWN ESTATE SCOTLAND**

.....
Signature of Authorised Signatory

.....
Signature of Witness

.....
Full Name of Above (print)

.....
Full Name of Above (print)

**Quartermile 2
2nd Floor
2 Lister Square
Edinburgh
EH3 9GL**

**Quartermile 2
2nd Floor
2 Lister Square
Edinburgh
EH3 9GL**

Date of Signing:

Date of Signing:

ASSIGNATION

between

[complete] **LIMITED**

and

[complete] **LIMITED**

with the consent of

CROWN ESTATE SCOTLAND

Property: Marine farm site[s] at [complete]