



Registration of a Charge

Company Name: **CALA MANAGEMENT LIMITED**

Company Number: **SC013655**



Received for filing in Electronic Format on the: **28/04/2022**

XB2UXSTT

Details of Charge

Date of creation: **28/04/2022**

Charge code: **SC01 3655 0520**

Persons entitled: **SCOTTISH MINISTERS (AS CREDITOR)**

Brief description: **ALL AND WHOLE THOSE AREA OF GROUND AT BO'NESS ROAD, SOUTH QUEENSFERRY TINTED YELLOW ON THE PLAN ANNEX AND EXECUTED AS RELATIVE HERETO WHICH SUBJECTS FORM PART AND PORTION ALL AND WHOLE THE SUBJECTS AT BO'NESS ROAD, SOUTH QUEENSFERRY REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN6068.**

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: **PETER CHAMBERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0520

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th April 2022 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2022 .

Given at Companies House, Edinburgh on 29th April 2022

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**



For and on behalf of Burness Paull LLP, I certify that this is a true copy of an original document, save for the information redacted pursuant to section 859G of the Companies Act 2006

CALA MANAGEMENT LIMITED

and

SCOTTISH MINISTERS

STANDARD SECURITY

relating to Area of ground at Bo'ness Road, South Queensferry

CAL/10/03/16

Active: 103904324 v 3

WE, **CALA MANAGEMENT LIMITED**, incorporated under the Companies Acts with registered number SC013655 and having its registered office at Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU (the "**Debtor**") HEREBY IN SECURITY of the obligation to pay Tranche 2 Payment and Tranche 3 Payment (as respectively defined in the Missives aftermentioned) together comprising the sum of ONE MILLION ONE HUNDRED AND FORTY EIGHT THOUSAND NINE HUNDRED AND FIFTY SEVEN POUNDS AND THIRTY THREE PENCE (£1,148,957.33) Sterling representing the balance of purchase price and any interest and expenses which may become due thereon in terms of the missives entered into between the Debtor and the **SCOTTISH MINISTERS** (the "**Creditor**") constituted said missives by formal letters exchanged between Anderson Strathern LLP on behalf of the Creditor, and Burness Paull LLP on behalf of the Debtor dated 5 November 2020 and 13 November 2020 respectively (the "**Missives**") GRANT a Standard Security in favour of the Creditor over ALL and WHOLE those area of ground at Bo'ness Road, South Queensferry tinted yellow on the plan annexed and executed as relative hereto (the said area of ground being hereinafter referred to as (the "**Security Subjects**") which subjects from part and portion of ALL and WHOLE the subjects at Bo'ness Road, South Queensferry registered in the Land Register of Scotland under Title Number WLN6068; Together with by way of inclusion and not exception the whole parts, privileges and pertinents thereof and the Debtor's whole respective right, title and interest present and future in and to the Security Subjects; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "**Act**") and any lawful variations thereof operative for the time being shall apply under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of Variations of Standard Conditions annexed and executed as relative hereto; And the Debtor grants warrandice: IN WITNESS WHEREOF these presents consisting of this page together with the schedule and plan annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said **CALA MANAGEMENT LIMITED**

at *FALKIRK*

on *5TH APRIL 2022*

by

DEREK LAWS

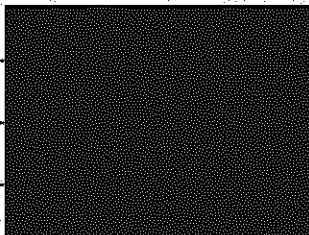
Print Full name

before this witness:

STEVEN COOPER

Print Full Name

Address:




Authorised Signatory


Witness *U V*

This is the Schedule of Variations referred to in the foregoing Standard Security granted by **CALA MANAGEMENT LIMITED** in favour of the **SCOTTISH MINISTERS** in relation to ground at Bo'ness Road, South Queensferry

SCHEDULE

- 1 Standard Conditions 1, 2, 4, 5 and 6 shall be delete and shall not apply.
- 2 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
- 3 Condition 12 of the Standard Conditions is amended by the deletion of the words "for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof," and "and exercising any other powers conferred upon him by the security".
- 4 The Debtor shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Security Subjects ranking subsequent to the Standard Security without any requirement to obtain the consent of the Creditor.
- 5 The Debtor shall at any time during the continuance of the Standard Security be entitled to grant deeds of conditions or other real rights, servitudes and wayleaves in respect of the Security Subjects and that without any requirement to obtain the consent of the Creditor, but provided always that where both areas are to benefit or are to be burdened there shall, where appropriate, be uniformity in treatment of units between those units located or to be located on the Security Subjects and those units located or to be located on adjacent subjects owned by the Debtor.
- 6 The Debtor shall be entitled at any time during the continuance of the Standard Security to enter into any agreements with the local planning, roads, or any other relevant authority which are intended to create real burdens in relation to the title of the Security Subjects and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Security Subjects without any requirement to obtain the consent of the Creditor.
- 7 Each of the provisions of the Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8 Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- 9 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.

THIS IS THE PLAN, REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED BY UALA MANAGEMENT LIMITED IN RESPECT OF THE MULTITIME MINISTERS IN RELATION TO GROUND AT 60 NESA ROAD, SOUTH QUEENSTOWN

