Registration of a Charge

Company name: KYLELOCH LIMITED

Company number: SC450313

Received for Electronic Filing: 11/01/2018



Details of Charge

Date of creation: 09/01/2018

Charge code: SC45 0313 0002

Persons entitled: SANCUS (IOM) LIMITED (AS TRUSTEE FOR THE SECURED CREDITORS)

Brief description: THE SUBJECTS FORMING (I) THE PUB, 31 TOWNHEAD STREET,

HAMILTON, ML3 7BQ (TITLE NUMBER LAN150994), (II) 37 TOWNHEAD

STREET, HAMILTON, ML3 7BQ (TITLE NUMBER LAN8097), (III) 39

TOWNHEAD STREET, HAMILTON, ML3 7BQ (TITLE NUMBER LAN25821), (IV) 41 TOWNHEAD STREET, HAMILTON, ML3 7BQ (TITLE NUMBER LAN8642). FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.

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

INSTRUMENT.

Certified by: ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 450313

Charge code: SC45 0313 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 9th January 2018 and created by KYLELOCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2018.

Given at Companies House, Edinburgh on 12th January 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





STANDARD SECURITY

by

KYLELOCH LIMITED

in favour of

SANCUS (IOM) LIMITED

as Security Agent

Security Subjects:

Development Site at 29-41 Townhead Street, Hamilton ML3 7BQ, registered in the Land Register of Scotland under Title Numbers LAN150994, LAN8097, LAN25821 & LAN8642;

"Certified as a true copy of the original subject to the exclusion of personal information permitted by Section 859G of the Companies Act 2006"

Addleshaw Goddard LLP

STANDARD SECURITY

by

KYLELOCH LIMITED, incorporated in Scotland under the Companies Acts (Company Number SC450313) and having its Registered Office at 23 Royal Exchange Square, Glasgow, G1 3AJ (the "Borrower")

in favour of

SANCUS (IOM) LIMITED, a company incorporated in Isle of Man with registered number 012528V and having its registered address at 2nd Floor Exchange House, 54-58 Athol Street, Douglas, Isle of Man IM1 1JD for itself and in its capacity as trustee for the Secured Creditors (the "Security Agent")

1 Definitions

In this Standard Security:

- 1.1 "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Glasgow and Edinburgh;
- 1.2 "Development" means the development at the Security Subjects;
- 1.3 "Encumbrance" means any mortgage, standard security, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;
- 1.4 "Enforcement Event" means any of the following events:
 - 1.4.1 a failure by the Borrower to pay any of the Secured Liabilities on the date on which it is due;
 - 1.4.2 a failure by the Borrower to pay on demand any of the Secured Liabilities which are payable on demand;
 - 1.4.3 any event by virtue of which any of the Secured Liabilities becomes due before the date on which it would otherwise be due for payment;
 - 1.4.4 In respect of the Borrower.

- 1.4.4.1 a winding-up petition is presented against or by it or it applies for or is subject to an application for an administration order or an administration order is made or notice of intention to appoint an administrator or notice of appointment of an administrator is given (whether filed at court or served on any party);
- 1.4.4.2 a winding-up resolution or order to wind up the company is passed or it enters into liquidation (other than a members' voluntary winding up for the purpose of reconstruction or amalgamation with a solvent body corporate);
- 1.4.4.3 an administrator a receiver or an administrative receiver or a receiver and manager are appointed or any step is taken with regard to the appointment of the same;
- 1.4.4.4 a provisional liquidator is appointed;
- 1.4.4.5 a proposal under section 1 of the Insolvency Act 1986 for a voluntary arrangement in respect of the body corporate is made; or
- 1.4.4.6 an application to the court is made by the directors for a moratorium:

or any analogous or equivalent proceedings actions or events to those referred to in 1.8.4.1 - 1.8.4.5 (inclusive) above are instituted or occur in any jurisdiction other than Scotland;

- 1.5 "Environmental Law" means any law or requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any law concerning the protection of the environment or human health, the condition of any land or of any place of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;
- 1.6 "Facility Agreement" means the Facility Agreement dated on or around the date hereof between, amongst others, the Borrower, Sancus (IOM) Limited as the Facility Agent and as the Security Agent and the Secured Creditors (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

- 1.7 "Floating Charge" means the floating charge by the Borrower in favour of the Security Agent dated on or about the date of this Standard Security;
- 1.8 "Proceeds" means 100% of the gross proceeds of sale or of any other dealings in any interest in all or any part of the Security Subjects, whether derived by way of an enforcement process or otherwise;
- 1.9 "Secured Creditors" means the Security Agent, the Facility Agent and each Lender from time to time party to the Facility Agreement and any receiver or delegate (each a "Secured Creditor"):
- 1.10 "Secured Liabilities" means all liabilities and obligations of the Borrower owed or expressed to be owed to the Security Agent as security agent and trustee for the Secured Creditors under the Facility Agreement;
 - whether owed jointly or severally, as principal or surety or in any other capacity including anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by any Secured Creditor if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable;
- 1.11 "Security Documents" means this Standard Security, the Floating Charge and any other agreement or document designated a security document by the Security Agent:
- 1.12 "Security Subjects" means ALL and WHOLE the following subjects:
 - 1.12.1 ALL and WHOLE the subjects forming the Pub, 31 Townhead Street, Hamilton ML3 7BQ registered in the Land Register of Scotland under Title Number LAN150994;
 - 1.12.2 ALL and WHOLE the subjects forming 37 Townhead Street, Hamilton ML3 7BQ registered in the Land Register of Scotland under Title Number LAN8097;
 - 1.12.3 ALL and WHOLE the subjects forming 39 Townhead Street, Hamilton ML3 7BQ registered in the Land Register of Scotland under Title Number LAN25821:

1.12.4 ALL and WHOLE the subjects forming 41 Townhead Street, Hamilton ML37BQ registered in the Land Register of Scotland under Title Number LAN8642.

2 Interpretation

- 2.1.1 References to the "Security Agent" and the "Secured Creditors" include their successors, assignees and transferees.
- 2.1.2 Any reference to this Standard Security or any other agreement or instrument (or any provision thereof) referred to in this Standard Security is a reference to this Standard Security or other agreement or instrument as amended, varied, supplemented, restated, substituted, assigned or novated from time to time.
- 2.1.3 Any reference to a provision of law is a reference to that provision as amended or re-enacted from time to time.
- 2.1.4 The singular includes the plural and vice versa.
- 2.1.5 Any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this Standard Security.
- 2.1.6 Any reference to "this clause" is to the clause headed by a whole number in which such expression appears and includes each sub-clause with a decimal number beginning with the same whole number.
- 2.1.7 Any reference to any gender includes other genders.
- 2.1.8 The words "including" and "in particular" are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them.
- 2.1.9 The words "other" and "otherwise" are not to be construed as being limited by any words preceding them.
- 2.1.10 Clause and schedule headings are for ease of reference only.
- 2.1.11 References to "set-off" include any right of retention, claim for compensation or right to balance accounts on insolvency.

- 2.1.12 References to "liabilities" include present and future, actual and contingent liabilities.
- 2.1.13 References to "assets" include present and future property, revenues and rights of every description.
- 2.1.14 References to any asset include any proceeds of sale of any such asset.
- 2.1.15 References to any heritable or leasehold property include:
 - 2.1.15.1 buildings and fixtures and fixed plant and machinery on such property; and
 - 2.1.15.2 rights under any contract for the purchase of such property and damages payable in respect of any such contract.
- 2.1.16 Any undertaking made by or obligation imposed on the Borrower in this Standard Security will continue in force until the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid in full.

3 Undertaking to Pay

The Borrower undertakes with the Security Agent (as trustee for the Secured Creditors) to pay the Secured Liabilities to the Secured Creditors when due.

4 Security

- 4.1 In security of the Secured Liabilities the Borrower grants a standard security in favour of the Security Agent for itself and as trustee for the Secured Creditors over the Security Subjects.
- 4.2 the Security Agent shall hold the benefit of this Standard Security and the security created by or pursuant to it on trust for the Secured Creditors.

5 Proceeds of Sale

In the event that the Security Subjects (or any part of the Security Subjects) are sold, the relevant Proceeds shall be paid to the Security Agent and the Security Agent shall apply such Proceeds in payment of the Secured Liabilities.

6 Standard Conditions

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("the Act"), and any lawful variation thereof operative for the time being, shall apply and the Standard Conditions shall be varied to the extent set out in this clause 5.

6.1 Insurance

- 6.2 The Borrower shall except as provided in sub-clause 6.4 keep the Security Subjects insured in the name of the Borrower (with the Security Agent's interest noted thereon) against all risks which a prudent person carrying on a business similar to that of the Borrower would reasonably insure against and against such other risks as the Security Agent may from time to time specify on a full reinstatement basis and against all professional fees, Value Added Tax, demolition and site clearance charges and loss of rental and other income derived from the Security Subjects.
- 6.3 All such insurances shall be in amount and form and with an insurance office acceptable to the Security Agent (acting reasonably) and the Borrower shall promptly produce the policy and the last receipt for such insurances to the Security Agent and shall apply all monies received by virtue of such insurances in making good the loss or damage in respect of which the monies were received. If the Borrower fails to comply with this clause the Security Agent will be entitled to effect any relevant insurance at the cost of the Borrower.
- 6.4 The Borrower shall use reasonable endeavours to ensure that every insurance policy contains a clause (in terms reasonably satisfactory to the Security Agent) under which such insurance will not be prejudiced, vitiated or avoidable as against a heritable creditor in the event of any misrepresentation, act or neglect or failure to disclose on the part of the insured party or parties and will not be invalidated as against a heritable creditor for failure to pay any premium owing without the insurer giving to the Security Agent ten Business Days prior written notice.

6.5 Repair

The Borrower shall:

6.5.1 keep the Security Subjects in good and substantial repair and condition; and

6.5.2 not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to the Security Subjects save in connection with the Development of the Security Subjects.

If the Borrower fails to comply with the undertakings in this clause the Security Agent will be entitled to repair and maintain the Security Subjects and carry out works of reinstatement at the cost of the Borrower and will for this purpose have the rights of entry set out in this clause.

6.6 Proprietorship

The Borrower shall not permit any person:

- 6.6.1 to be registered in the Land Register of Scotland as owner of the Security Subjects nor create or permit to arise any overriding interest affecting the Security Subjects; or
- 6.6.2 to become entitled to any proprietary right or interest which might adversely affect the value of the Security Subjects.

6.7 Powers of leasing

The Borrower shall not enter into any Lease and shall not without the prior written consent of the Security Agent:

- 6.7.1 part with possession or occupation of, confer any licence or right to occupy nor confer any interest in the Security Subjects; or
- 6.7.2 grant any permission to assign, underlet or part with possession or occupation of the Security Subjects;

6.8 Power of entry

The Borrower shall permit the Security Agent, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Enforcement Event or in case of emergency) to enter into or upon the Security Subjects without becoming liable as heritable creditor in possession but subject to making good all damage caused to the Security Subjects by the Security Agent or its agents or contractors as aforementioned:

- 6.8.1 to view the state and condition of or to value the Security Subjects;
- 6.8.2 to comply with or object to any direction or notice or other matter served upon the Borrower; and
- 6.8.3 to carry out at the expense of the Borrower any repairs or maintenance or to take any action which the Security Agent considers reasonably necessary or desirable in connection with the Security Subjects to procure compliance with any covenant or obligation set out in this Standard Security.

6.9 Compliance with obligations

The Borrower shall in respect of the Property:

- 6.9.1 pay all rents, rates, outgoings and other sums payable and observe and comply with any covenants, stipulations and conditions binding on the Borrower;
- 6.9.2 comply with all obligations under any law and produce to the Security Agent within seven days of receipt every notice, order or proposal given or made by any competent authority and make any obligations and representations against it as the Security Agent may require or approve;

6.10 Environmental Law

The Borrower shall properly discharge all duties of care and responsibilities placed upon it by Environmental Law and observe and perform all the requirements of Environmental Law both in the conduct of its general business and in the management possession or occupation of the Security Subjects and shall apply for and obtain all authorisations, licences and consents necessary to ensure that it does not breach Environmental Law.

6.11 Default

For the purposes of Standard Condition 9(1) the Borrower shall be held to be in default at any time after the occurrence of an Enforcement Event, and in the event of the Borrower being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Agent or any Secured Creditor by virtue of the Standard Conditions or any other security, charge or undertaking or in any other

manner the Security Agent will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Act.

7 Negative pledge

The Borrower shall not (except with the prior written consent of the Security Agent or in the ordinary course of business):

- 7.1 sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over the Security Subjects; or
- 7.2 create, agree to create or allow to arise or remain outstanding any Encumbrance over the Security Subjects.

8 Exclusion of Liability

The Security Agent will not in any circumstances by reason of it taking possession of the Security Subjects or for any other reason whatever, and whether as heritable creditor in possession or on any other basis whatever, be liable to account to the Borrower for anything except the Security Agent's own actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of any Security Subjects or from any act, default or omission of the Security Agent in relation to any part of the Security Subjects or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred upon it in relation to the Security Subjects pursuant to this Standard Security unless such loss or damage is caused by the Security Agent's own fraud.

9 Reimbursement and Indemnity

9.1 Reimbursement

Any sums paid or expended by the Security Agent either:

- 9.2 as a result of the Security Agent taking action to procure compliance with any undertaking or obligation on the part of the Borrower contained exclusively in this Standard Security; or
- 9.3 which is in respect of any action or thing expressed in this Standard Security to be done at the cost of the Borrower.

and all costs, fees, taxes and expenses reasonably and properly incurred by the Security Agent in connection with this Standard Security or its enforcement and/or the preservation of the Security Agent's rights (or those of any Secured Creditor) under this Standard Security shall be reimbursed by the Borrower to the Security Agent within a reasonable period following demand. The Security Agent will also be entitled to charge the Borrower a reasonable fee to recover the cost of management time actually spent in connection with the preservation of its rights (or those of any Secured Creditor) under this Standard Security which will be payable by the Borrower within a reasonable period following demand.

9.4 Indemnity

The Borrower shall indemnify the Security Agent (whether or not acting as heritable creditor in possession) against all liabilities, claims and expenses whether arising out of contract or in delict or in any other way (including any liability of the Security Agent under any Environmental Law) which may at any time be reasonably and properly incurred by the Security Agent (or by any person for whom the Security Agent may be vicariously liable) in connection exclusively with this Standard Security or for anything done or omitted to be done in the exercise or purported exercise of their powers pursuant to this Standard Security.

9.5 Secured Liabilities

All monies payable by the Borrower under this clause will form part of the Secured Liabilities and if unpaid will bear interest (both before and after judgment) until the date of payment at a rate equal to 15.5 per cent and will form part of the Secured Liabilities.

10 Application of Sums Realised

Subject to claims having priority to this Standard Security, all monies received by the Security Agent will be applied in the following order:

- 10.1.1 in payment of all costs, fees, taxes and expenses reasonably and properly incurred by the Security Agent in or pursuant to the exercise of the powers set out in this Standard Security;
- 10.1.2 in or toward payment of the Secured Liabilities in accordance with the Facility Agreement; and

10.1.3 the balance (if any) will be applied as required by law.

11 Notice of Subsequent Charge

If the Security Agent or any Secured Creditor receives notice of any subsequent Encumbrance or other interest affecting the Security Subjects it may open a new account for the Borrower in its books and may transfer any outstanding balance owing by the Borrower to such new account. If the Security Agent or that Secured Creditor does not do so then, unless it gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Security Agent or that Secured Creditor will as from the time of receipt of such notice by the Security Agent or that Secured Creditor be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities.

12 Further Assurance

- 12.1 As and when required by the Security Agent the Borrower, at their own cost, shall (and shall procure that every party other than the Security Agent to any Security Document shall):
 - 12.1.1 execute such further standard securities in favour of the Security Agent as the Security Agent from time to time reasonably requires over the Security Subjects to secure the Secured Liabilities such standard securities to be prepared at the cost of the Borrower and to contain such clauses for the benefit of the Security Agent as the Security Agent may reasonably require; and
 - 12.1.2 execute and do all such assurances, deeds, documents, acts and things as the Security Agent may reasonably require for perfecting or protecting the standard security created by this Standard Security or any Security Document and for facilitating or effecting any dealing by the Security Agent under any authorities or powers granted under any Security Document.

13 Documents of title

The Borrower shall deposit with the Security Agent the deeds and documents of title relating to the Security Subjects.

14 Mandate and Attorney

The Borrower irrevocably appoints each of the Security Agent and any person authorised in writing by or on behalf of the Security Agent to be its mandatory and its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which the Borrower is entitled to execute or do in relation to the Security Subjects including giving a receipt for any money and exercising any rights or remedies forming part of the Security Subjects or which the Borrower is obliged to execute or do under this Standard Security or which the Security Agent (or any substitute or delegate) may in their absolute discretion consider appropriate:

- 14.1 in connection with the exercise of any of their rights or powers arising under or by virtue of this Standard Security; or
- 14.2 to perfect, vest in or assure to the Security Agent any security for the Secured Liabilities granted to the Security Agent or which the Security Agent may require to have granted to it under this Standard Security.

15 Discharge of Security

15.1 Discharge conditional

Any discharge of the Borrower made by the Security Agent in reliance on a payment or Security Document given by another person will be of no effect if that payment or Security Document is avoided, reduced or invalidated for any reason and the Security Agent will be entitled to recover from the Borrower on demand the amount of such payment or the value of any such Security Document.

15.2 Retention of Security

Following any discharge of the Borrower made by the Security Agent in reliance on a payment or Security Document given by another person the Security Agent may retain the security constituted by this Standard Security until the expiry of the maximum period within which such payment or Security Document can be avoided, reduced or invalidated for any reason provided that if such other person goes into liquidation or administration within that period the Security Agent may retain the security constituted by this Standard Security for as long as it thinks fit.

15.3 Redemption

14

After the repayment in full of the Secured Liabilities, the Security Agent will at the request and cost of the Borrower discharge this Standard Security.

16 Communications

16.1 Method of giving notices

Any demand, notice, consent or communication made or given to a party under or in connection with this Standard Security must be in writing and may be left at or sent by first class post to any address for service of that party or sent by fax to any fax number for service of that party referred to in this clause. Any such demand will be validly made whether or not it contains a statement as to the amount of the liabilities of the Borrower or an inaccurate or incomplete statement of such liabilities.

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16.2 Addresses for service

The addresses and fax numbers of the parties are:

in the case of the Borrower:

Address: FAO Lynnet Leisure, 23 Royal Exchange Square, Glasgow G1 3AJ

For the attention of: Stephen Marsh/Lynn Mortimer

in the case of the Security Agent:

Address: 2nd Floor Exchange House, 54-58 Athol Street, Douglas, Isle of Man IM1 1JD

For the attention of: Emilie Golding

or any substitute address or fax number or officer or department as the addressee shall have notified to the party giving the notice for this purpose. In the case of the Borrower the address of its registered office.

16.3 Effectiveness

A notice, demand or other communication made by a party under this Standard Security will be effective:

16.3.1 if left at an address referred to in this clause, when so left;

- 16.3.2 if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted; or
- 16.3.3 if transmitted by fax to a fax number referred to in this clause, when the sending fax machine produces a print out which confirms that transmission has taken place.

17 Assignation and Transfer

17.1 Security Agent

The Security Agent may at any time, without the consent of the Borrower, assign or transfer the whole of the Security Agent's rights under this Standard Security.

17.2 Assignation of Rights

The Borrower may not assign any of its rights or transfer any of its obligations under this Standard Security or enter into any transaction which would result in any of these rights or obligations passing to another person.

17.3 Disclosure

The Security Agent may disclose any information about the Borrower to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under this Standard Security.

18 Miscellaneous

18.1 Trust

The Security Agent hereby declares and acknowledges to the Borrower and to the Secured Creditors that it holds the benefit of the covenants, agreements and undertakings of the Borrower contained in this Standard Security and all monies paid to the Security Agent or held by the Security Agent or received by the Security Agent pursuant to or in connection with this Standard Security on trust for each of the Secured Creditors.

18.2 Certificates and Determinations

Any certification or determination by the Security Agent of the amount of the Secured Liabilities is, in the absence of manifest error, conclusive evidence of such amount.

18.3 Illegality

If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

18.4 Rights and remedies of the Security Agent

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Standard Security shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Standard Security are cumulative and not exclusive of any rights or remedies provided by law.

18.5 Continuing Security

This Standard Security is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Security Agent or any Secured Creditor.

18.6 Other Security

This Standard Security is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Agent or any other person of any other security at any time held by the Security Agent.

19 Warrandice

The Borrower grants warrandice.

20 Consent to Registration

The Borrower and the Security Agent consent to the registration of these presents for preservation and execution.

21 Testing clause

This document is executed as follows:-

by KYLELOCH LIMTED

**************************************	(WITNESS)
signature of	signature of
director/secretary/authorised	director/secretary/authorised signatory
full name of above (print)	CARCLAND RROWN
full name of above (print)	full name of above (print)
	22 December 2017 date of signing CLASGCL
	place of signing

