



Registration of a Charge

Company Name: **CLASSIC LAND AND PROPERTY LIMITED**

Company Number: **SC476774**



Received for filing in Electronic Format on the: **24/06/2021**

XA7CV6NN

Details of Charge

Date of creation: **23/06/2021**

Charge code: **SC47 6774 0001**

Persons entitled: **DAVID BRYCE HARVIE AS QUEEN'S AND LORD TREASURER'S
REMEMBRANCER IN SCOTLAND**

Brief description: **STANDARD SECURITY IN FAVOUR OF THE QLTR OVER ALL AND WHOLE
THAT AREA OF GROUND LYING GENERALLY TO THE EAST OF LINWOOD
ROAD, PAISLEY IN THE PARISH OF PAISLEY AND COUNTY OF RENFREW
AND BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF
SCOTLAND UNDER TITLE NUMBER REN153240;**

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

Certified by: **PAUL-SILVIU MANOLACHE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 476774

Charge code: SC47 6774 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd June 2021 and created by CLASSIC LAND AND PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2021 .

Given at Companies House, Edinburgh on 24th June 2021

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**

Standard Security

by

Classic Land and Property Limited

in favour of

The Queen's and Lord Treasurer's Remembrancer in Scotland

Subjects: Land at Linwood Road, Paisley

Ref: DH/MDB/529728
FAS: 3889

We, CLASSIC LAND AND PROPERTY LIMITED, a company incorporated under the Companies Acts (Company Number SC476774) and having our Registered Office at 21 Wester Cleddens Road, Bishopbriggs, Glasgow, G64 2NG (hereinafter referred to as the "Debtors") in security of all sums of money due and that may become due to DAVID BRYCE HARVIE, as Queen's and Lord Treasurer's Remembrancer in Scotland and his successors in Office (hereinafter referred to as the "QLTR") by the Debtors in terms of a Minute of Agreement entered into among the QLTR and the Debtors dated 9 December 2020 and 16 February 2021 and any variation or alteration thereof or supplement thereto DO HEREBY GRANT a Standard Security in favour of the QLTR over ALL and WHOLE that area of ground lying generally to the east of Linwood Road, Paisley in the Parish of Paisley and County of Renfrew and being the subjects registered in the Land Register of Scotland under Title Number REN153240; together with the whole mines and minerals in or under the said area of ground hereby secured so far as the Debtors have right thereto, the buildings and other erections thereon and the Debtors' whole right, title and interest, present and future, therein and thereto, and the whole parts and rights pertaining thereto;

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply: and the Debtors agree that the Standard Conditions shall be varied as follows:

- 1 The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value (as to which the QLTR shall be the sole judge) of the subjects hereby secured and not the market value thereof against loss or damage by fire, explosion, storm, tempest, aircraft and articles dropped from aircraft, and also against such other risks as the QLTR may require.
- 2 All policies of insurance effected by the Debtors in respect of the subjects hereby secured against fire and other risks shall be made available to the QLTR for the purpose of endorsement of the interest of the QLTR and shall in other respects be deemed, for the purpose hereof to have been effected under Standard Condition 5(a).
- 3 The QLTR shall have full power to settle and adjust with the insurers all questions with respect to the amount of the monies payable under the policy and with respect to the liability of the insurers.
- 4 Any monies received on any insurance of the property whether effected by the Debtors or by the QLTR in terms of Standard Condition 7(1) shall be applied at the option of the QLTR either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due or that may become due under the said Minute of Agreement.
- 5 Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the QLTR in writing.
- 6 The Debtors shall not at any time while this security shall remain undischarged do any of the following without the prior consent in writing of the QLTR which consent shall not be unreasonably withheld or delayed (provided that there are no outstanding sums due by the Debtors to the QLTR) and, if granted, may be granted subject to such conditions as the QLTR may in his discretion, acting reasonably, see fit to impose:
 - 6.1 create or agree or purport to create any subsequent security over the subjects hereby secured;
 - 6.2 create or agree or purport to create any servitude over the subjects hereby secured;
 - 6.3 sell or offer to sell or agree to sell, or convey or dispose any interest in the subjects hereby secured;
 - 6.4 make any alteration in the use of the subjects hereby secured;


- 6.5 part with the occupation of the subjects hereby secured or any part thereof; or
- 6.6 make application for or accept any improvement grant in respect of the subjects hereby secured or any part thereof under the Housing (Scotland) Acts or any like enactment.
- 7 The QLTR upon entry into possession of the subjects hereby secured shall become and be the agent of the Debtors with authority at the expense of the Debtors to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects hereby secured which the Debtors shall refuse or omit to remove from the property in such manner as the QLTR may think fit.
- 8 The Debtors shall vacate the subjects hereby secured in so far as occupied by them and shall give the QLTR immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the QLTR and addressed to the Debtors at his last known address given at any time after the QLTR shall have become entitled to enter into possession of the subjects hereby secured; and the Debtors agree that a Warrant of Summary Ejection may competently proceed against them in the Sheriff Court of the Sheriff Court District in which the property is situated at the instance of the QLTR.
- 9 The Debtors shall keep the QLTR indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All expenses and outlays incurred by the QLTR or any of his officers, solicitors, surveyors or agents in connection with the enforcement of the rights of the QLTR hereunder or the collection of any sums of money due hereunder or under the said Minute of Agreement shall be payable by the Debtors to the QLTR on an agent and client basis on demand and until so paid shall be part of the monies hereby secured.
- 10 The QLTR may at any time after entering into possession of the subjects hereby secured relinquish such possession on giving written notice to the Debtors.
- 11 The Debtors hereby assigns to the QLTR all claims and rights competent or that may become competent to them to payments of compensation under any statute or by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the subjects hereby secured.
- 12 The powers available to the QLTR hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the QLTR by statute or at common law.
- 13 The QLTR may at any time assign these presents to any person and any such assignee or subsequent assignee shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the QLTR hereunder.

All words and expressions which are incorporated in this variation and which are defined in the said Act or in the said Schedule shall be deemed to be so defined for the purpose of these presents.

And the Debtors grant warrantice: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are signed by the Debtors as follows:

Subscribed for and on behalf of CLASSIC LAND
AND PROPERTY LIMITED

by


ANDREW BRADLEY

~~*Authorized Signatory/Director/Company Secretary~~

Full Name of Signatory (Please Print)

at 39 SPRINGFIELD ROAD BISHOPBRIGGS G64 1PL

on 27/4/2021

before


THOMAS BRADLEY

Witness (Signature)

Witness Name (Please Print)

21 WESTEACLEDON ROAD
BISHOPBRIGGS G64 2NG

Witness Address

*Please delete as applicable