



**Registration of a Charge**

Company Name: **CHARLES CONNELL & COMPANY (HOLDINGS) LIMITED**

Company Number: **SC005140**



Received for filing in Electronic Format on the: **21/06/2023**

XC651OEQ

**Details of Charge**

Date of creation: **19/06/2023**

Charge code: **SC00 5140 0022**

Persons entitled: **GLADMAN DEVELOPMENTS LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS AT CAMPSIE ROAD, STRATHBLANE  
BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER  
OF SCOTLAND UNDER TITLE NUMBER STG74911.**

**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: **MORTON FRASER LLP**



# **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5140

Charge code: SC00 5140 0022

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th June 2023 and created by CHARLES CONNELL & COMPANY (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2023 .

Given at Companies House, Edinburgh on 21st June 2023

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

CHARLES CONNELL & COMPANY  
(HOLDINGS) LIMITED

in favour of

GLADMAN DEVELOPMENTS  
LIMITED

in relation to Land at Campsie Road,  
Strathblane

2023

MG21/AW2/29519.00018

**MORTON FRASER**  
LAWYERS

We, **CHARLES CONNELL & COMPANY (HOLDINGS) LIMITED**, incorporated under the Companies Acts with Registered Number SC005140 and having our Registered Office at Woodend Craigallan, Milngavie, Glasgow, G62 8EN (hereinafter referred to as the "**Debtor**"), HEREBY in security of all of the obligations undertaken by us in the Option Agreement between the Debtor and the Creditor aftermentioned executed by the Debtor on or around the date hereof, as same may be or may have been amended or varied from time to time (hereinafter referred to as the "**Agreement**") in respect of the Security Subjects aftermentioned, grant a Standard Security in favour of **GLADMAN DEVELOPMENTS LIMITED** incorporated under the Companies Acts with Registered Number 3341567 and having their Registered Office at Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire CW12 1LB (who and whose assignees are hereinafter referred to as the "**Creditor**") over ALL and WHOLE the subjects at Campsie Road, Strathblane being the whole subjects registered in the Land Register of Scotland under Title Number STG74911; TOGETHER WITH (One) the fittings and fixtures therein and thereon; (Two) free ish and entry therefrom and thereto; (Three) the whole rights in common and other rights, if any, pertaining thereto; (Four) the parts, pertinents, rights and privileges effeiring thereto; and (Five) the Debtor's whole right title and interest, present and future in the subjects hereby secured (hereinafter referred to as the "**Security Subjects**"); 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 save that Standard Conditions 1,2, 5, 6, 7 and 11 shall not apply to this Standard Security: Declaring that the said Standard Conditions shall be varied to the effect that (i) it shall be an obligation on the Debtor not to create or agree to create a subsequent security over the interest in the Security Subjects affected by this Standard Security or any part thereof during the continuance of this Standard Security without the prior written consent of the Creditor (which consent shall not be unreasonably withheld or delayed); (ii) it shall be an obligation on the Debtor not to sell, transfer, lease (except in accordance with the terms of the Agreement) convey or otherwise dispose of, or agree to sell, transfer, lease (except in accordance with the terms of the Agreement), convey or otherwise dispose of the Security Subjects or any part thereof or of any interest therein under burden of this Standard Security during the continuance of this Standard Security; (iii) it shall be an obligation on the Debtor not to create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others affecting the Security Subjects during the continuance of this Standard Security without the prior written consent of the Creditor (which consent shall not be unreasonably withheld or delayed) (iv) Standard Condition 9 shall be varied to the effect that the Debtor shall be held to be in default in the event of any breach by the Debtor of any of the terms, conditions, provisions and obligations incumbent on or undertaken by the Debtor in terms of the Agreement; and (v) we, the Debtor accept and agree that Section 18 of the Conveyancing and Feudal Reform (Scotland) Act 1970 shall not apply to this Standard Security, with the consequence that we, the Debtor, shall not be entitled to redeem this Standard Security;; Declaring that (i) the Creditor may at any time assign this Standard Security and its rights as creditor hereunder to any third party to whom it is entitled, in terms of the Agreement, to assign its interest in the Agreement and any such assignee or subsequent assignee shall have the benefit of all provisions contained in this Standard

Security and may, at any time thereafter, exercise all rights and remedies competent or which would have been competent to the Creditor under this Standard Security; (ii) each of the provisions of this 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 of this Standard Security shall not, in any way, be affected or impaired thereby; (iii) the security constituted by this Standard Security shall be a continuing security notwithstanding the winding up, dissolution or incapacity of the Debtor or any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise release, prejudice or affect any contractual or other right or remedy or any security hereafter held by and available to the Creditor and shall not, in any way, be released, prejudiced or affected thereby or by the invalidity thereof or by the Creditor now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person; DECLARING THAT (a) the words and expressions which are incorporated in this Standard Security and which are defined in the Agreement shall be deemed to be so defined for the purposes of this Standard Security; (b) the words and expressions which are incorporated in the foregoing variation and which are defined in the said Act or in the said Schedule shall be deemed to be so defined for the purposes of this Standard Security; and (c) (i) where any conflict arises between (a) the Standard Conditions as herein varied; and (b) the conditions expressly contained in this Standard Security and in the Agreement, the conditions in this Standard Security and in the Agreement shall prevail and shall have effect in preference to the Standard Conditions, and (ii) where any conflict arises between (a) the conditions expressly contained in this Standard Security; and (b) the conditions expressly contained in the Agreement, the conditions in the Agreement shall prevail and shall have effect in preference to the conditions in this Standard Security; And the Debtor grants warrantice: IN WITNESS WHEREOF these presents typewritten on this and the one preceding pages together with the plan annexed to this Standard Security are executed as follows:

SUBSCRIBED for and on behalf of **CHARLES CONNELL & COMPANY (HOLDINGS) LIMITED**

by ~~C. CONNELL~~ **CHARLES CROFTON CONNELL**  
at **CHIEFF**  
on **9-5-2023**  
in the presence of:-

Director

Witness

Full Name

**STEVEN NEIL BOYD**

Address

**40 STABLEYARD OFFICE, COQUHALZIE  
AUCHTERARDE, PH3 1LB**