



Registration of a Charge

Company name: **QUARRIERS**

Company number: **SC014361**



X705LHFV

Received for Electronic Filing: **20/02/2018**

Details of Charge

Date of creation: **19/02/2018**

Charge code: **SC01 4361 0020**

Persons entitled: **GLADMAN DEVELOPMENTS LIMITED**

Brief description: **ALL AND WHOLE THE AREA OF GROUND SHOWN DELINEATED IN RED ON THE PLAN ANNEXED AND SUBSCRIBED AS RELATIVE TO THE INSTRUMENT. 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14361

Charge code: SC01 4361 0020

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th February 2018 and created by QUARRIERS was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2018 .

Given at Companies House, Edinburgh on 21st February 2018

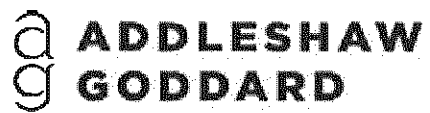
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



QUARRIERS

in favour of

GLADMAN DEVELOPMENTS LIMITED

**STANDARD SECURITY
Land at Carse Meadow,
Quarriers Village, Inverclyde**

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

We, **QUARRIERS**, a registered charity with charity number SC001960 and incorporated under the Companies Acts with Registered Number SC014361 and having our Registered Office at Bridge of Weir, Renfrewshire, PA11 3SX (hereinafter referred to as "the Debtor"),
HEREBY in security of all of the obligations undertaken by us in the Agreement for the Promotion and Disposal of Land 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 promotion and disposal of the Security Subjects aftermentioned (including, without prejudice to the generality of the foregoing, in security of all sums due by us in respect of Part 7 of the Schedule annexed and executed as relative to the Agreement), 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, Cheshire CW12 1LB (who and whose assignees are hereinafter referred to as "the Creditor") over ALL and WHOLE the area of ground shown delineated in red on the Plan forming part and portion of (ONE) ALL and WHOLE that irregularly shaped area of ground disposed by and delineated and shown within boundaries coloured blue on the plan annexed and executed as relative to the Disposition by the Secretary of State for Scotland to Quarriers Homes dated 20 January and recorded in the Division of the General Register of Sasines for the County of Renfrew on 11 February both 1972 and (TWO) ALL and WHOLE the thirteen shilling and four penny lands of Nittingshill being the subjects more particularly described in and disposed by Disposition by The Right Honourable Joseph Paton, Baron Maclay of Glasgow and others in favour of the Debtor (therein named The Orphan Homes for Scotland) dated 24 January 1939 and recorded in the said Division of the General Register of Sasines on 14 July 1941; TOGETHER WITH (One) the fittings and fixtures therein and thereon; (Two) the parts, pertinents, rights and privileges effering thereto; and (Three) 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: 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) and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9; (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

K. Campbell
M. Addison
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Addleshaw Goddard LLP

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 and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9; (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 and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9; (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 shall not have any right to redeem the security hereby constituted unless and until we, the Debtor have fulfilled all of the terms, conditions, provisions and obligations incumbent on or undertaken by the Debtor in terms of or by virtue the Agreement, including payment in full of all sums due or to become due or which may at any time hereafter become due in terms of the Agreement; Declaring that (i) the Creditor may at any time assign this Standard Security and its rights as creditor hereunder to any third party 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 Debtor shall keep the Creditor indemnified from and against all actions, proceedings, claims, outlays, costs, expenses, damages and others occasioned by any breach of any undertaking, obligation, condition, or stipulation in terms of this Standard Security as well before as after the Creditor shall have entered into possession of the Security Subjects; (iv) 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 of 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 warrandice; And the Debtor consents to registration hereof and of any document pursuant hereto for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages together with the plan annexed to this Standard Security are executed as follows:

Subscribed for and on behalf of
Quarriers at QUARRIES VILLAGE
on 15 JANUARY 2018

Director/Secretary/Authorised Signatory

GEORGE PENCOCK

Full Name

in the presence of

Witness signature

Full name

Address

NEIL McKECHNIE

cto Quarries Head

OFFICE; QUARRIES VILLAGE

PA11 3SX

This is the plan referred to in the foregoing Standard Security by Quarriers in favour of Gladman Developments Limited relative to land at Carse Meadow, Quarriers Village, Inverclyde



Project		Carse Meadow, Quarriers Village		Drawn by	GS	Issue date	29.11.17
Title		Promotion Area		Scale(s)	1:2,500		
Status		LEGAL		Drawing No	S039 IN03.002		
Rev	Date	By	Revision notes				
*	*	*	*				

