



**Registration of a Charge**

Company Name: **CLAN CANCER SUPPORT**

Company Number: **SC140582**



XB2P12Q8

Received for filing in Electronic Format on the: **25/04/2022**

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**Details of Charge**

Date of creation: **12/04/2022**

Charge code: **SC14 0582 0003**

Persons entitled: **ABERDEEN CITY COUNCIL**

Brief description: **CLAN HOUSE, 120 WESTBURN ROAD, ABERDEEN, AB25 2QA**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **CRAIG VEITCH**



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

Company number: 140582

Charge code: SC14 0582 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th April 2022 and created by CLAN CANCER SUPPORT was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2022 .

Given at Companies House, Edinburgh on 3rd May 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

**FIRST RANKING STANDARD SECURITY**

by

**CLAN CANCER SUPPORT**

in favour of

**ABERDEEN CITY COUNCIL**

**Property: CLAN HOUSE, 120 WESTBURN ROAD ABERDEEN**

We, **CLAN CANCER SUPPORT**, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen AB25 2QA (**"the Purchaser"**) DO HEREBY IN SECURITY OF the whole obligations *ad factum praestandum* undertaken by us, our liabilities and others due and that may become due (including for the avoidance of doubt any sums that become due) (collectively **"the Secured Obligations"**) by ourselves the Purchaser to **ABERDEEN CITY COUNCIL**, having its Principal Office at Marischal College, Broad Street, Aberdeen, AB10 1AB (**"the Seller"**) in terms of, or arising from Clause 2 (Payment of Price and Back Rent) of the Offer to Purchase the Security Subjects dated 7 March 2022, and forming part of the Missives concluded between ourselves and the Seller annexed and signed as relative hereto (**"the Missives"**) and which expression shall include any amendments, variations, supplements or novations thereof or thereby), DO HEREBY GRANT in favour of the Seller a Standard Security over ALL and WHOLE those subjects lying on the north side of Westburn Road, Aberdeen known as CLAN House, 120 Westburn Road, Aberdeen AB25 2QA, as shown delineated in red on the Plan annexed and executed as relative hereto and which subjects comprise (IN THE FIRST PLACE) part and portion of ALL and WHOLE the lands of Loch Head in the City and County of Aberdeen all as more particularly described in and disposed by the Disposition granted by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 7, 8, 9, and 12 days of May and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 20 June, both months in 1902; and (IN THE SECOND PLACE) part and portion of ALL and WHOLE the lands in the City and County of Aberdeen more particularly described in and disposed by the Disposition granted by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Provost Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 6 July and recorded in the said Division of the General Register of Sasines on 13 August 1904 (**"the Security Subjects"**); Declaring that the Standard Security hereby granted ("the Standard Security") shall rank first over any standard security granted in security of a loan obtained by ourselves for the purchase of or any subsequent remortgage of the Security Subjects (other than a standard security used for the repayment to the Seller of all the secured obligations) and any standard security in terms of, or arising from the Overage Agreement between ourselves and the Seller dated 15 and 17 March 2022 ("the Agreement"): 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 we agree that the Standard Conditions shall be varied in accordance with the Missives and the following provisions:

- 1 the Purchaser shall:
  - 1.1 not until the Secured Obligations have been satisfied, implemented or paid in full, create nor purport, nor attempt to create nor permit to be created any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, nor create nor purport to attempt to create nor permit to subsist any floating charge or debenture over all or any of the assets of the Purchaser except in accordance with the terms of the Missives and Agreement;
  - 1.2 not create nor agree to create a subsequent standard security over the Secured Subjects or any part thereof except with the written consent of the Seller, such consent not to be unreasonably withheld or a decision thereon unreasonably delayed;
  - 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, implemented or paid in full;

1.4 satisfy, implement and pay the Secured Obligations.

2 Standard Condition 9(1)(b) shall be deleted and substituted by the following:

"where there has been a failure to comply with any requirement arising out of the security or any breach or non-observance or non-implementation by the Purchaser or the Secured Obligations."

3 The undertakings and obligations on the part of the Purchaser contained in this Standard Security shall be in addition to and not in substitution for the undertakings and obligations on the part of the Purchaser contained in the Missives.

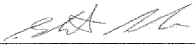
4 The Purchaser agrees that in the event of any default under the Standard Security a warrant of summary ejection may competently proceed against the Purchaser.

5 For the purposes of this Standard Security any reference to the Security Subjects shall include a reference to any part or parts thereof and where there is any conflict between the Standard Conditions and the terms of the Standard Security and the Missives the Standard Security and the Missives shall prevail and shall have effect in preference to the standard conditions.

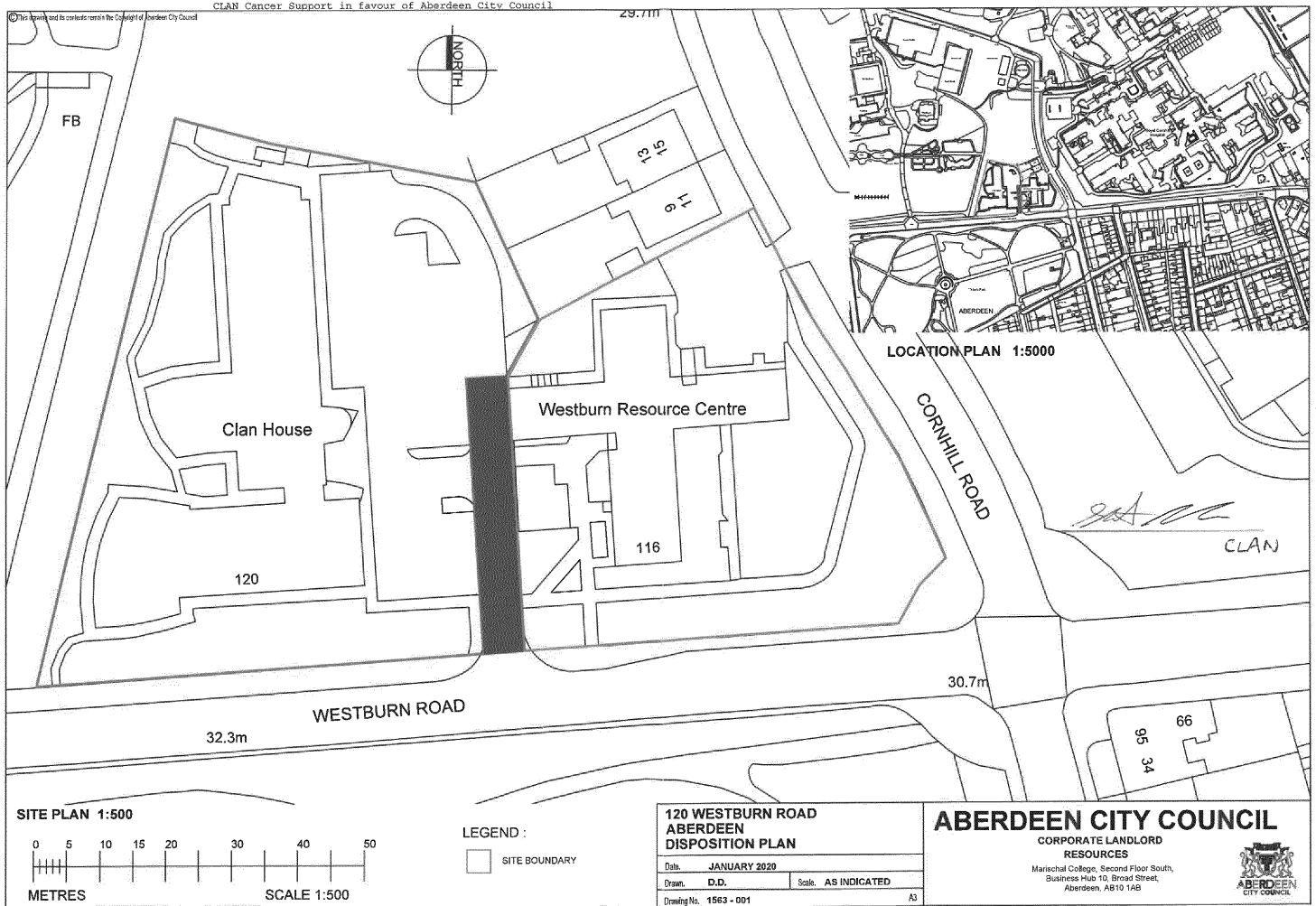
6 The Seller shall grant and deliver a discharge of this Standard Security on the payment of the final instalment of the back rent and the price and any interest due thereon, in accordance with the terms of the Missives.

And we, the Purchaser, grant warrandice and we consent to registration for preservation and execution: IN WITNESS WHEREOF this Standard Security together with the Plan and the Missives annexed and signed as relative hereto is executed as follows:

For the Purchaser

<u>FINA FERNIE</u>	<u></u>
signature of witness	signature of director/secretary/authorised signatory
<u>FINA FERNIE</u>	<u>STUART COCHRAN</u>
full name of above (print)	full name of above (print)
<u>120 WESTBURN ROAD</u>	<u>29/3/22</u>
<u>ARREDDEN</u>	date of signing
<u>AB75 2QA</u>	<u>CLAN HOUSE</u>
address of witness	place of signing

This is the Plan referred to in the foregoing First Ranking Standard Security by  
CLAN Cancer Support in favour of Aberdeen City Council



Raeburn Christie Clark & Wallace

Our Ref BGR.CAV.CAN012-21 Your Ref Catriona Kelly

This is the Missives referred to in the foregoing  
First Ranking Standard Security by CLAN Cancer Support  
in favour of Aberdeen City Council

Aberdeen City Council  
Legal Services  
Governance  
Level 1 South  
Marischal College  
Broad Street  
Aberdeen  
AB10 1AB

for life & business

• 12-16 Albany Place  
Aberdeen  
AB10 1PS  
• DX: AB2  
  
• www.raeburns.co.uk  
  
t 01224 332400  
f 01224 332401  
e crsig.velch@raeburns.co.uk  
Direct Dial

7 March 2022

Dear Sirs

CLAN Cancer Support  
Aberdeen City Council  
CLAN House, 120 Westburn Road, Aberdeen, AB25 2QA

On behalf of and as instructed by the Purchaser, we offer to purchase the Property from the Seller on the following conditions:-

1. Definitions and Interpretation

1.1 In the Missives:-

"2003 Act" means the Land Reform (Scotland) Act 2003;

"2003 Act Notice" means any copy application, invitation to make representations or notice in terms of the 2003 Act in respect of the Property;

"2012 Act" means the Land Registration etc (Scotland) Act 2012;

"Access Road" means the access road shown coloured blue on the Plan;

"Advance Notice" means an advance notice as defined in Section 56 of the 2012 Act;

"Back Rent Payment" means ONE HUNDRED AND EIGHTY THOUSAND POUNDS (£180,000) Sterling, representing ground rent that was uncollected by the Seller and which is due by the Purchaser to the Seller in terms of the Ground Lease;

"Business Day" means a day on which clearing banks in Aberdeen and Edinburgh are open for normal business;

"Completion" means the Date of Entry or, if later, the date when the Back Rent Payment and the Price is paid and the purchase of the Property is completed in terms of the Missives;

Partners  
Cathryn A. McDonald  
(Managing Partner)  
William D. Barclay  
Peter L. Smith  
Douglas J. Crombie  
Faye L. Donald  
Neil Fraser  
Naomi E. Meane  
James H.J. Nixon  
Bruce G. Robertson  
Michael A. Smith  
Heather M. Stephen  
Amy C.D. Wilson  
Solicitor Advocate  
Peter W. Littlejohn  
Consultants  
Anne Boyd  
Jennifer A. Burnett  
Associates  
Ian A. Angus  
Andrew B. Bruce  
Cherie L. Chubb  
Gavin B. Cooper  
Aron C. Doran  
Kieran A. Dunford  
Armando J. Gibb  
Teresa A. Lee  
Anne S. Littlejohn  
Ruth Lumsden  
Alan W. Macdonald  
Anna J. Muir  
Shona A. Murrell  
Julian Nixon  
Ailsa Reid  
Scott Rennie  
Kimberley J. Smart  
David M. Smith  
Gillian Smith  
Craig A. Walsh  
Gordon J. Wallace  
Investment Consultants  
James K. Guyan  
Keith G. McIntosh  
Authorised and Regulated  
by the Financial Conduct  
Authority in the conduct  
of Investment Business  
Accredited by The Society  
of Trust and Estate  
Practitioners as a STSP  
Employer Partner  
Faye Donald is accredited by  
the Law Society as a Family  
Law Mediator and is  
trained as a Collaborative  
Family Lawyer  
Flora Coult is trained as a  
Collaborative Family Lawyer

Raeburn Christie Clark & Wallace

for life & business

**"Completion Undertaking"** means the Completion Undertaking executed by the Purchaser's solicitors and addressed to the Seller's solicitors in terms of the draft set out in Part 8 of the Schedule;

**"Conclusion Date"** means, unless otherwise specified, the first date on which the Missives create a concluded contract;

**"Date of Entry"** means 30 March 2022 or such other date as the Purchaser and the Seller may agree in writing with specific reference to the Missives;

**"Disclosed Documents"** means the documents listed in Part 1 of the Schedule;

**"Disposition"** means the disposition of the Property in favour of the Purchaser in terms of the draft set out in Part 2 of the Schedule;

**"Encumbrances"** are encumbrances as set out in Section 9 of the 2012 Act;

**"First Ranking Standard Security"** means the first ranking standard security in terms of the draft set out in Part 6 of the Schedule;

**"Ground Lease"** means the Lease between the Seller and the Purchaser (therein named Cancer "Link Aberdeen & North"), the tenant's interest being registered in the Land Register of Scotland under Title Number ABN106049;

**"HMRC"** means HM Revenue & Customs;

**"Interest"** means interest on the sum in question at 4% per annum above the base rate from time to time of Bank of Scotland plc from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

**"Missives"** means the contract constituted by this offer and all duly executed letters following on it;

**"Overage Agreement"** means the Overage Agreement in terms of the draft set out in Part 5 of the Schedule;

**"Overage Standard Security"** means the Overage Standard Security in terms of the draft set out in Part 7 of the Schedule;

**"Part 3A Community Body"** means a community body constituted in terms of Section 97D of the 2003 Act;

**"Plan"** means the plan contained in Part 3 of the Schedule;

**"Price"** means FOUR HUNDRED AND FORTY THOUSAND POUNDS (£440,000) Sterling exclusive of any VAT;

**"Property"** means ALL and WHOLE the subjects at 120 Westburn Road, Aberdeen, AB25 2QA, extending to 0.467 hectares or thereby and shown edged red on the Plan: Together with (i) the whole buildings and erections on it known as and forming CLAN House, 120 Westburn Road, aforesaid, (ii) the whole fixtures and fittings in and on it, and (iii) the whole rights, parts, privileges and pertinents and together also with a heritable and irredeemable servitude right of pedestrian and vehicular access and egress to and from the Property over the Access Road, being the property more particularly described in the Disposition;

**"Purchaser"** means CLAN Cancer Support, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen, AB25 2QA;



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**"Purchaser's Bank"** means (a) the client account of the Purchaser's Solicitors and/or (b) the client account of the solicitors acting for the Purchaser's heritable creditor and/or (c) if it is a bank which is a direct Participant in the CHAPS system operated by the Bank of England and the funds in question are loan funds from that bank for the purpose of acquiring the Property, the Purchaser's heritable creditor;

**"Purchaser's Solicitors"** means Raeburn Christie Clark & Wallace LLP, 12-16 Albion Place, Aberdeen, AB10 1PS (Ref: BGR.CAV.CAN012-21) or such other solicitors as the Purchaser may appoint in their place from time to time and who have been notified in writing to the Seller's Solicitors;

**"RACBBL"** means the register of applications by community bodies to buy land held by the Keeper of the Registers of Scotland;

**"RCIL"** means the register of community interests in land held by the Keeper of the Registers of Scotland;

**"Retained Property"** means ALL and WHOLE the subjects known as Westburn Resource Centre, 116 Westburn Road, Aberdeen, AB25 2QA, and shown edged green on the Plan;

**"Schedule"** means the schedule annexed to this offer;

**"Seller"** means Aberdeen City Council, established by the Local Government (Scotland) Acts and having its Principal Offices at Town House, Broad Street, Aberdeen, AB10 1AQ;

**"Seller's Bank Account"** means Bank: Clydesdale Bank Sort Code: 82-60-11, Account Number: 80009421, Account Name: Aberdeen City Council General Account or such other UK clearing bank account as the Seller's Solicitors nominate by written notice to that effect at least 3 Business Days prior to the Date of Entry;

**"Seller's Solicitors"** means Aberdeen City Council, Legal Services, Governance, Business Hub 6, 1<sup>st</sup> Floor South, Broad Street, Aberdeen, AB10 1AB (Ref: Catriona Kelly) or such other solicitors as the Seller may appoint in their place from time to time and who have been notified in writing to the Purchaser's Solicitors;

**"Title Deeds"** means the title deeds of the Property listed in Part 4 of the Schedule;

**"VAT"** means value added tax as provided for in the VAT Act and any tax similar or equivalent to value added tax or performing a similar fiscal function;

**"VAT Act"** means the Value Added Tax Act 1994; and

**"VAT Group"** means two or more bodies corporate registered as a group for VAT purposes under Section 43 of the VAT Act.

- 1.2 In the Missives, unless otherwise specified or the context otherwise requires:-
- 1.2.1 any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and vice versa;

1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;

- 1.2.4

any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;
- 1.2.5

any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this offer and reference, in any Part of the Schedule, to a numbered paragraph is a reference to the relevant numbered paragraph in that Part of the Schedule;
- 1.2.6

any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;
- 1.2.7

any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
- 1.2.8

any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- 1.2.9

a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 or Sections 9B and 9C of the Requirements of Writing (Scotland) Act 1995;
- 1.2.10

where at any one time there are two or more persons included in the expression "Purchaser" or "Seller" obligations contained in the Missives which are expressed to be made by the Purchaser and/or the Seller are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;
- 1.2.11

any reference to funds being cleared means that the funds are immediately available for withdrawal from the holder's bank account;
- 1.2.12

any reference to "reasonable consent" means the prior written consent of the party in question, such consent not to be unreasonably withheld or delayed; and
- 1.2.13

where a Clause provides that interest is payable and that the sum must be paid within a specified period, no interest will accrue on the sum provided it is paid within that period.
- 1.3

The headings in the Missives are included for convenience only and are to be ignored in construing the Missives.
- 1.4

The Schedule forms part of the Missives.
2.

Back Rent Payment & Price
- 2.1

Payment
- 2.1.1

The Back Rent Payment will be paid by the Purchaser in instalments as follows:-
- 2.1.1.1

Six instalments of THIRTY THOUSAND POUNDS (£30,000) Sterling payable on the Date of Entry, 30 March 2023, 30 March 2024, 30 March 2025, 30 March 2026 and 30 March 2027;

- 2.1.2    The Price will be paid by the Purchaser in instalments as follows:-
- 2.1.2.1    Eleven instalments of FORTY THOUSAND POUNDS (£40,000) Sterling payable on the Date of Entry, 30 March 2023, 30 March 2024, 30 March 2025, 30 March 2026, 30 March 2027, 30 March 2028, 30 March 2029, 30 March 2030, 30 March 2031 and 30 March 2032.
- 2.1.3    The first instalment of the Back Rent and the Price will be paid by the Purchaser on the Date of Entry by instantaneous bank transfer of cleared funds from the Purchaser's Bank to the Seller's Bank Account in exchange for the Disposition and other items to be delivered by the Seller referred to in Clause 8 For the avoidance of doubt, each instalment of the Back Rent and the Price should be paid into the Seller's Bank Account by way of two separate identifiable payments of £30 000 and £40 000 respectively; The obligation to pay the Back Rent and the Price shall be secured by way of the First Ranking Standard Security over the Property granted by the Purchaser in favour of the Seller.
- 2.1.4    A payment not made in accordance with Clauses 2.1.1 and 2.1.2 may be refused.  
  
For the purposes of this Clause 2.1, money will not be deemed paid to the Seller until such time as same day credit on it is available to the holder of the Seller's Bank Account in accordance with normal banking procedure.

2.2    Failure by the Purchaser to Complete

- 2.2.1    Interest  
  
If any of the instalments of the Back Rent and the Price (and any VAT which the Purchaser has agreed in terms of Clause 3 to pay to the Seller on the Date of Entry) or any part of them are not paid to the Seller on the Date of Entry or the payment dates referred to in Clauses 2.1.1 and 2.1.2 then, notwithstanding consignment or that the Purchaser has not taken entry, the Purchaser will pay to the Seller Interest on the outstanding money.
- 2.2.2    Seller's Right to Rescind  
  
If the Purchaser fails to pay any of the instalments of the Back Rent or the Price (and any VAT which the Purchaser has agreed in terms of Clause 3 to pay to the Seller on the Date of Entry) with interest as set out in Clause 2.2.1 within 10 Business Days after the Date of Entry or the payment dates referred to in Clauses 2.1.1 and 2.1.2 the Seller is entitled to rescind the Missives by written notice to that effect to the Purchaser, to re-sell the Property to any third party and to claim damages from the Purchaser which may include:-  
  
(1)    all costs and expenses incurred in relation to the re-marketing of the Property and the re-sale of it;  
  
(2)    any shortfall between:-  
  
      (i)    the sale price received by the Seller on any such re-sale; and  
  
      (ii)    the Price; and

(3) financial losses including increased funding costs which the Seller would not have incurred had the Price been paid on the Date of Entry and interest which the Seller could have earned on the Price had it been paid on the Date of Entry.

If the Seller rescinds the Missives, no Interest will be due by the Purchaser in terms of Clause 2.2.1.

2.2.3 Suspension

The provisions of Clauses 2.2.1 and 2.2.2 will not apply for any period of time during which the delay in payment by the Purchaser is due to any failure or breach by or on behalf of the Seller to implement its obligations or duties under the Missives on time.

2.3 Failure by the Seller to Complete

2.3.1 Purchaser's Right to Rescind

If the Purchaser is ready, willing and able to complete the purchase of the Property and has otherwise complied in full with its obligations under the Missives and the Seller fails to give entry with vacant possession by the date 10 Business Days after the Date of Entry the Purchaser is entitled to rescind the Missives by written notice to that effect to the Seller without prejudice to the rights and remedies of the Purchaser and the Seller against the other.

2.3.2 Suspension

The provisions of Clause 2.3.1 will not apply for any period of time during which the Seller's failure to give entry with vacant possession is due to any failure or breach by or on behalf of the Purchaser to implement its obligations or duties under the Missives on time.

3. VAT

Exempt

3.1 The Seller confirms that the sale of the Property to the Purchaser will comprise an exempt supply for VAT purposes and undertakes that:-

3.1.1 it has not exercised pursuant to the VAT Act, Schedule 10, paragraph 2 (or been treated pursuant to the VAT Act, Schedule 10, paragraph 21 as having exercised) an option to tax in respect of the Property and will not, prior to Completion, exercise (or be so treated as having exercised) such option to tax;

3.1.2 it is not, and will not at Completion be, a relevant associate (for the purposes of the VAT Act, Schedule 10, paragraph 2) of any person who has exercised, or been treated as having exercised, an option to tax in respect of the Property as mentioned in Clause 3.1.1; and

3.1.3 no part of the supply of the Property to the Purchaser will comprise a supply within any of sub-paragraphs (a) to (n) of the VAT Act Schedule 9, Group 1, Item 1.

4. Entry and Apportionments
- 4.1 Entry

4.2 Entry to and vacant possession of the Property will be given on the Date of Entry

4.3 Apportionments

4.3.1 All outgoings for the Property (other than rates) will be apportioned as at Completion on an equitable basis.

4.3.2 Within 5 Business Days after Completion, the Seller or the Seller's Solicitors will advise the local authority of the change of ownership of the Property so that any apportionment of rates can be carried out by the local authority.
5. Disclosed Documents
- 5.1 Subject to Clauses 6 and 8 the Purchaser is deemed to have examined the Disclosed Documents and accepts that it is purchasing the Property on the basis that it has satisfied itself on all matters disclosed in them and on the validity and marketability of the Seller's title to the Property.

5.2 Clause 5.1 will override any other provision of the Missives apparently to the contrary and any confirmation given by the Seller in the Missives is given subject to the Disclosed Documents whether or not that is expressly stated.
6. Documents to be Disclosed
- 6.1 To the extent it has not already done so, the Seller will exhibit to the Purchaser as soon as reasonably practicable after the Conclusion Date:-

6.1.1 property enquiry certificate in respect of the Property which is dated not more than thirty days prior to the date of this offer;

6.1.2 any notices received by the Seller affecting the Property.

6.2 The Purchaser will have 3 Business Days from receipt of each of the respective items referred to in Clause 6.1 to satisfy itself on their terms.

6.3 If any of the items referred to at Clauses, 6.1.1 and 6.1.2, disclose any matters materially prejudicial to the interest of the Purchaser the Purchaser will be entitled to resile from the Missives without penalty on delivery of written notice to that effect to the Seller's Solicitors within the 3 Business Days period, time being of the essence. Failing such notice, the Purchaser is deemed to be satisfied as to the terms of the items referred to in Clause 6.1 and each of such items will become a Disclosed Document for the purposes of the Missives.
7. Title
- 7.1 Real Burdens and Servitudes

If the Disposition creates real burdens or servitudes or both affecting the Property (whether as the burdened property or the benefited property) and dual registration is required the cost of registering any new real burdens or servitudes against the Retained Property will be paid by the Seller. If the Retained Property is in the Register of Sasines.

- (i)

the Seller will deliver a completed and signed SAF in respect of registration of the real burdens or servitudes (or both) against the Retained Property;
- (ii)

the Purchaser will submit the SAF contemporaneously with the Purchaser's application for registration of the Disposition.

7.2 Encumbrances

- 7.2.1

So far as the Seller is aware there are no Encumbrances affecting the Property other than as referred to in the Disclosed Documents.
- 7.2.2

The Property is sold with and under the Encumbrances affecting the Property whether specified or referred to in the Title Deeds or not.

7.3 Minerals

The minerals are included in the sale to the extent to which the Seller has any right to them.

7.4 Outstanding Disputes

During the period of the Seller's ownership of the Property, so far as the Seller is aware, there have been no disputes which remain outstanding with neighbouring proprietors or third parties about items common to the Property and adjacent premises, access to or from the Property, the title to the Property or similar matters.

7.5 Community Interests

- 7.5.1

To the best of the Seller's knowledge, the Seller has not received any 2003 Act Notice.
- 7.5.2

If the Seller receives any 2003 Act Notice prior to registration of the Disposition, then the Seller will as soon as practicably possible :

(1)

notify the Purchaser; and

(2)

exhibit a copy of it to the Purchaser.
- 7.5.3

If the Seller receives any 2003 Act Notice (whether before, on or after Completion) which relates to an application by a community body to register an interest in the Property received by the Scottish Ministers after the Conclusion Date, the Seller will as soon as practicably possible:

(1)

exhibit a copy of the Missives and any other information in terms of Section 39A of the 2003 Act to the Scottish Ministers to ensure that the Scottish Ministers decline to consider the application in terms of Section 39(5) of the 2003 Act; and

(2)

exhibit evidence to the Purchaser of compliance with Clause 7.5.3(1).
- 7.5.4

If the Seller receives any 2003 Act Notice (whether on or before Completion) which relates to any application by a community body to register an interest in the Property received by the Scottish Ministers on or before the Conclusion Date:

(1)

either party will be entitled to resile from the Missives without penalty on delivery of a written notice to that effect to the

other's solicitors, not later than 5 Business Days after the date on which the Purchaser has received the copy 2003 Act Notice in terms of Clause 7.5.2(2), time being of the essence; or

- (2) if the original Date of Entry has passed because the Seller and the Purchaser have been prevented by the 2003 Act Notice from taking any further steps to transfer the Property, then:
- (i) the Seller will notify the Purchaser in writing within 2 Business Days after receipt of notification from the Scottish Ministers or from the community body (as appropriate) of any of the matters referred to in Clause 7.5.4(2)(ii), and

(ii) subject to Clause 7.5.4(3), the Date of Entry will be 5 Business Days after receipt of the notice from the Seller confirming that:

(1) the Scottish Ministers have decided not to enter the community interest in land to which the 2003 Act Notice relates in the RCIL;

(2) the community body has withdrawn the application to which the 2003 Act Notice relates;

(3) the Scottish Ministers have received written notice from the community body that it will not exercise the right to buy the land; or

(4) the Scottish Ministers have decided not to consent to allow the right to buy to proceed.

(3) and if the Scottish Ministers decide to enter the community interest in land to which the 2003 Act Notice relates in the RCIL either party will be entitled to resile from the Missives without penalty on delivery of a written notice to that effect to the other's solicitors, prior to the date on which either:

(i) the community body withdraws the application to which the 2003 Act Notice relates; or

(ii) the Scottish Ministers receive written notice from the community body that it will not exercise the right to buy the Property; or

(iii) the Scottish Ministers decide not to consent to allow the right to buy to proceed.

(4) and if the community body completes the purchase of the Property then:

(i) the Missives will automatically terminate on completion of the sale of the Property to the community body; and

(ii) the Seller will notify the Purchaser that the Missives have terminated immediately.

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**7.5.5** If the Disposition is of no effect by virtue of the 2003 Act then within 5 Business Days of the date on which this is established:

- (1) the Seller will pay to the Purchaser:
  - (i) the Price (and any VAT on the Price); and
  - (ii) all sums properly expended for rates, utilities, insurance, service charge expenditure and other outgoings for the Property in the period from (and including) Completion;
- (2) and, in exchange, the Purchaser will:
  - (i) withdraw its application for registration of the Disposition and within 5 days of receipt deliver it to the Seller; and
  - (ii) pay to the Seller any sums received by the Purchaser for rent and any other sums received in its capacity as owner of the Property in the period from (and including) Completion.

The Seller and the Purchaser will co-operate with each other and do such acts and things, execute such deeds and documents and deliver such documents and evidence as may be required to return the parties to the position in which they were before Completion.

**7.5.6 Community Asset Transfer Requests**

- (1) If the Seller is a relevant authority in terms of section 78 and Schedule 3 of the Community Empowerment (Scotland) Act 2015, the Seller confirms that to the best of its knowledge, it has not received any asset transfer request from a community transfer body in relation to the Property.
- (2) If the Seller receives an asset transfer request from a community transfer body at any time before and including Completion, then the Purchaser will be entitled to resile from the Missives without penalty on delivery of a written notice to that effect to the Seller's solicitors.

**7.6 Abandoned, Neglected or Detrimental Land**

The Property is not abandoned, neglected or detrimental land within the meaning of Part 3A of the 2003 Act and the Community Right to Buy (Abandoned, Neglected or Detrimental Land) (Eligible Land, Regulators and Restrictions on Transfers and Dealing) (Scotland) Regulations 2018.

**7.6.1** If the Property or any part of it is abandoned, neglected or detrimental land within the meaning of Part 3A of the 2003 Act and the Community Right to Buy (Abandoned, Neglected or Detrimental Land) (Eligible Land, Regulators and Restrictions on Transfers and Dealing) (Scotland) Regulations 2018:

- (1) the Seller has, to the best of its knowledge and belief
  - (i) no knowledge of any proposals to form a Part 3A Community Body in respect of the Property or any part of it;



- (ii) not been approached by any Part 3A Community Body to sell the Property or any part of it to the Part 3A Community Body; and
- (iii) not received any 2003 Act Notice; and
- (2) there is no pending application by a Part 3A Community Body appearing on the RACBBL.

**7.6.2** If a pending application by a Part 3A Community Body appears on the RACBBL on or before the Conclusion Date, but it does not come to the attention of the Seller or the Purchaser until after the Conclusion Date:

- (1) the Seller will notify the Purchaser in writing as soon as practicably possible after receipt of the copy of the 2003 Act Notice from the Part 3A Community Body;
- (2) if Completion has not taken place:
  - (i) either party will be entitled to resile from the Missives without penalty on delivery of a written notice to that effect to the other's solicitors, not later than 5 Business Days after the date on which the Purchaser has received the copy of the 2003 Act Notice, time being of the essence; or
  - (ii) if neither party resiles from the Missives in terms of Clause 7.6.2(2)(i):
    - (1) the Missives will be suspended with effect from the date on which the pending application by the Part 3A Community Body appears on the RACBBL; and
    - (2) the Seller will notify the Purchaser that the Missives have been suspended immediately; and
    - (3) if the original Date of Entry has passed because the Seller and the Purchaser have been prevented by the 2003 Act Notice from taking any further steps to transfer the Property, then the provisions of Clause 7.6.2(3) will apply.
- (3) the Seller will notify the Purchaser in writing within 2 Business Days after receipt of notification from the Scottish Ministers or from the Part 3A Community Body (as appropriate) of any of the matters referred to in Clauses 7.6.2(3)(i) to 7.6.2(3)(iii) and the Date of Entry will be 5 Business Days after receipt by the Purchaser of the notice from the Seller confirming that:
  - (i) the Part 3A Community Body has withdrawn the application to which the 2003 Act Notice relates;
  - (ii) the Scottish Ministers have received written notice from the Part 3A Community Body that it will not exercise the right to buy the Property; or
  - (iii) the Scottish Ministers have decided not to consent to allow the right to buy to proceed.

- (4) if Completion has taken place:
- (i) the Seller will pay to the Purchaser:

(1) the Price (and any VAT on the Price); and

(2) all sums properly expended for rates, utilities, and other outgoings for the Property in the period from (and including) Completion;

(ii) and, in exchange, the Purchaser will withdraw its application for registration of the Disposition and within 5 days of receipt deliver it to the Seller.

The Seller and the Purchaser will co-operate with each other and do such acts and things, execute such deeds and documents and deliver such documents and evidence as may be required to return the parties to the position in which they were before Completion.

7.6.3 If a pending application by a Part 3A Community Body appears in the RACBBL after the Conclusion Date but before Completion:

- (1) the Seller will notify the Purchaser in writing within 1 Business Day after receipt of a copy of the 2003 Act Notice from the Part 3A Community Body;

(2) either party will be entitled to resile from the Missives without penalty on delivery of a written notice to that effect to the other's solicitors, not later than 5 Business Days after the date on which the Purchaser has received the 2003 Act Notice in terms of Clause 7.6.3(1), time being of the essence; and

(3) if neither party resiles from the Missives in terms of Clause 7.6.3(2):

(i) the Disposition in favour of the Purchaser will contain a declaration in terms of Regulation 14 of the Community Right to Buy (Abandoned, Neglected or Detrimental Land) (Eligible Land, Regulators and Restrictions on Transfers and Dealing) (Scotland) Regulations 2018; and

(ii) the Seller will inform Scottish Ministers that the Property has been sold.

7.6.4 If a pending application by a Part 3A Community Body appears in the RACBBL after Completion, the Seller will, if requested to do so by the Purchaser, re-execute the Disposition containing a declaration in terms of Regulation 14 of the Community Right to Buy (Abandoned, Neglected or Detrimental Land) (Eligible Land, Regulators and Restrictions on Transfers and Dealing) (Scotland) Regulations 2018.

7.7 Advance Notices

7.7.1 The Seller will apply to the Keeper for an Advance Notice for the Disposition, in the form adjusted with the Purchaser, to be either (i) entered on the application record for the Property or (ii) recorded in the Register of Sasines no earlier than 5 Business Days prior to the Date of

Entry. The cost of the Advance Notice for the Disposition will be met by the Seller.

- 7.7.2
- The Seller consents to the Purchaser applying to the Keeper for Advance Notices for any deeds which the Purchaser intends to grant in relation to the Property. The cost of any Advance Notices which the Purchaser applies for will be met by the Purchaser.
- 7.7.3
- If the Seller rescinds the Missives in the circumstances set out in Clause 2.2.2 (*Seller's Right to Rescind*) the Purchaser consents to the discharge of the Advance Notice for the Disposition and the Purchaser confirms that it will immediately discharge at its own cost any Advance Notice submitted by it if requested to do so by the Seller.
- 7.7.4
- If Completion is likely to occur after the Date of Entry, the Seller, if requested to do so by the Purchaser, will apply for a further Advance Notice for the Disposition, in the form adjusted with the Purchaser, and the cost of any additional Advance Notices will be met:-

(1)

by the Seller, if the delay in settlement is due to any failure or breach by or on behalf of the Seller to implement its obligations under the Missives on time; or

(2)

by the Purchaser, if the delay in settlement is due to any failure or breach by or on behalf of the Purchaser to implement its obligations under the Missives on time.
- 7.7.5
- The Seller's Solicitors will not provide any letter of obligation which undertakes to clear the records of any deed, decree or diligence.

7.8 Land Register Requirements

- 7.8.1
- Subject to Clause 7.8.2 the Seller will deliver to the Purchaser, on demand from time to time and at the Seller's expense, such documents and evidence as the Keeper may require to enable the Keeper to update or create (as the case may be) the Title Sheet of the Property to disclose the Purchaser as the registered proprietor of the whole of the Property. Such documents will include (unless the Property comprises part only of a building):-

(1)

a plan or bounding description sufficient to enable the Property to be identified on the cadastral map; and

(2)

evidence (such as a plans report) that (i) the description of the Property in the Title Deeds is habile to include the whole of the occupied extent and (ii) there is no conflict between the extent of the Property and any registered cadastral units.
- 7.8.2
- After Completion, the Seller will deliver such documents and evidence as are specified in Clause 7.8.1 only if the Disposition is presented for registration not later than 14 days after Completion.
- 7.8.3
- If the application for registration of the Disposition is rejected by the Keeper, then the Seller will co-operate with the Purchaser and, at the Purchaser's expense, do such acts and things (including obtaining a further Advance Notice), execute such deeds and documents and deliver such documents and evidence as may be required to enable the Keeper to update or create (as the case may be) the Title Sheet of the Property to disclose the Purchaser as the registered proprietor of the whole of the Property.

- 7.9Trust Clause
- If the Seller is a company and If requested in writing by the Purchaser at least 3 Business Days prior to the Date of Entry, the Disposition will incorporate a declaration that the Seller will hold the Property as trustee for the Purchaser and its successors, until the Keeper has created or updated (as the case may be) the Title Sheet of the Property to disclose the Purchaser as the registered proprietor of the whole of the Property.
- 8.Completion
- At Completion the Purchaser will pay the first instalment of the Back Rent and the Price (and any VAT on the Back Rent or the Price) to the Seller in terms of Clause 2.1 and the duly executed Completion Undertaking and in exchange, the Seller will deliver to the Purchaser:-
- 8.1Disposition
- the Disposition duly executed by the Seller;
- 8.2Title Deeds
- 8.2.1the Title Deeds; and
- 8.2.2all necessary links in title evidencing the Seller's exclusive ownership of the Property;
- 8.3Disclosed Documents
- the remaining Disclosed Documents;
- 8.4Legal Reports
- 8.4.1a legal report (including a search in the register of inhibitions against the Seller and the Purchaser) brought down to a date as near as practicable to Completion which report will show:-
- (1)no entries adverse to the Seller's interest in the Property;
- (2)the Advance Notice for the Disposition; and
- (3)no other Advance Notices other than those submitted by the Purchaser;
- 8.4.2a search in the RCIL brought down as near as practicable to Completion showing nothing prejudicial to the ability of the Seller validly to transfer title to the Property to the Purchaser
- the cost of the legal report and searches being the responsibility of the Seller;
- 8.5Other Documents
- any other deeds and documents to be delivered to the Purchaser on or before Completion in terms of the Missives.
- 9.Post Completion
- Provided that the Disposition is presented for registration prior to the earlier of 14 days after Completion and the date of expiry of the last Advance Notice registered in relation to the Disposition in terms of Clause7.7, the updated or newly created Title Sheet of the Property will contain no exclusion or limitation of warranty in

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terms of Section 75 of the 2012 Act and disclose no entry, deed or diligence (including any charging order under the Buildings (Recovery of Expenses) (Scotland) Act 2014 or any notice of potential liability for costs registered under the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003) prejudicial to the interest of the Purchaser other than such as are created by or against the Purchaser or have been disclosed to, and accepted in writing by, the Purchaser prior to Completion.

10. Damage or Destruction
- 10.1

Risk of damage to or destruction of the Property will not pass to the Purchaser until Completion.
- 10.2

If prior to Completion the Property sustains damage (whether insured or otherwise) which at common law would entitle a hypothetical tenant under a hypothetical lease of the Property to an abatement of rent of an amount exceeding 20% of the rent, either party will be entitled to resile from the Missives without penalty on delivery of written notice to that effect to the other's solicitors no later than midday on the date on which Completion is due to take place, time being of the essence.
- 10.3

If there is any dispute as to whether the Property has suffered such damage, the matter will be referred to the decision of an independent surveyor, who will act as an expert, appointed, failing agreement, by the Chair of the RICS in Scotland on application by either party. The independent surveyor's decision will be binding on the parties. If the independent surveyor dies, delays or becomes unwilling or incapable of acting then either the Seller or the Purchaser may apply to the Chair to discharge that independent surveyor and appoint a replacement. The fees and expenses of the independent surveyor and the cost of appointment are payable by the Seller and the Purchaser in the proportions which the independent surveyor directs and if no direction is made equally.
11. Statutory Matters
- 11.1 Statute

Subject to Clause 6, the Purchaser is deemed to have satisfied itself on the application of all statute and statutory regulations and rules in so far as affecting or relating to the Property and, except as expressly provided for in the Missives, the Seller gives no warranties or assurances on such matters.
- 11.2 Statutory Repairs Notices

Any local authority statutory repairs notices (other than any notice or requirement of any Environmental Authority made pursuant to the Contaminated Land Regime (as such terms are defined in Clause 12)) affecting the Property which are issued prior to Completion will as between the Purchaser and the Seller be the responsibility of the Seller except to the extent that they are instigated by or with the authority of the Purchaser. Liability under this Clause will subsist until met and will not be avoided by the issue of a fresh notice.
12. Environmental
- 12.1 Definitions

In Clauses 11.2 and 12:

"Contaminated Land Regime" means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it;

"Environment" means any and all organisms (including humans), ecosystems, natural or man-made buildings or structures, and the following media:-

- (a) air (including air within buildings or structures, whether above or below ground);
- (b) water (including surface and ground water and water in wells, boreholes, pipes, sewers and drains); and
- (c) land (including surface land and sub-surface strata and any land under seabeds or rivers, wetlands or flood plains);

"Environmental Authority" means any person or legal entity (whether statutory or non-statutory or governmental or non-governmental) having regulatory authority under the Contaminated Land Regime; and

"Hazardous Substances" means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to the Environment and/or harm to the health of living organisms or other interference with the ecological systems of which they form part and/or harm to property and/or in the case of humans, offence caused to any sense.

12.2 Agreement as to Environmental Liabilities

The Seller and the Purchaser agree that from Completion:

- 12.2.1 as between the Seller and the Purchaser liability for any notice or requirement of any Environmental Authority made pursuant to the Contaminated Land Regime in respect of the Property or any Hazardous Substances attributable to the Property, will rest with the Purchaser to the exclusion of the Seller; and
- 12.2.2 if any Environmental Authority wishes to recover costs incurred by it in carrying out any investigation, assessment, monitoring, removal, remedial or risk mitigation works under the Contaminated Land Regime in respect of the Property or any Hazardous Substances attributable to the Property from either or both of the Seller and the Purchaser then, as between the Seller and the Purchaser, the sole responsibility for the payment of such costs will rest with the Purchaser to the exclusion of the Seller.

The agreements outlined under Clauses 12.2.1 and 12.2.2 are made with the intention that any Environmental Authority serving any notice or seeking to recover any costs should give effect to the agreements pursuant to the Contaminated Land Regime.

The Seller and the Purchaser agree that the appropriate Environmental Authority may be notified in writing of the provisions of Clause 12 if required to give effect to the agreements outlined under Clauses 12.2.1 and 12.2.2.

12.3 Sold with Information

12.3.1 The Purchaser acknowledges to the Seller that:-

- (1) it has carried out its own investigations of the Property for the purposes of ascertaining whether, and if so the extent to which, Hazardous Substances are present in, on, under or over the Property;

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- (2)

such information gathered through those investigations- is sufficient to make the Purchaser aware of the presence in, on, under or over the Property of any Hazardous Substances referred to in the reports;
- and
- (3)

It has satisfied itself as to the condition of the Property.
- 12.3.2 Both parties agree that:-
- (1)

the Purchaser is a large charitable organisation and the Seller is a large public body;
- (2)

the Purchaser has been given permission and adequate opportunity to carry out its own investigations of the Property for the purpose of ascertaining whether, and if so the extent to which, Hazardous Substances are present in, on, under or over the Property;
- (3)

the transfer of the Property pursuant to the Missives is an open market arm's length transaction; and
- (4)

Save for the standard security interests herein mentioned and rights relative thereto, the Seller will not retain any interest in the Property or any rights to occupy or use the Property following Completion.
- 12.3.3 The acknowledgements in this Clause 12.3 are made in order to exclude the Seller from liability under the Contaminated Land Regime so that the Seller is not an appropriate person, as defined in it.
13. Overage Agreement and Overage Standard Security
- 13.1 At Completion, the Purchaser will deliver to the Seller:
- 13.1.1

the Overage Agreement duly executed by the Purchaser, together with payment of the registration dues in the Books of Council and Session in respect of the Overage Agreement; and
- 13.1.2

a certified copy of the Overage Standard Security duly executed by the Purchaser.
- 13.2 The Seller will duly execute the Overage Agreement and deliver a copy of the duly executed Overage Agreement to the Purchaser's Solicitors within 14 days of Completion.
- 13.3 The Seller will procure that the completed Overage Agreement is registered in the Books of Council and Session for preservation and execution.
- 13.4 The Seller will deliver one extract of the Overage Agreement to the Purchaser's Solicitors within 14 days after the date of registration in the Books of Council and Session.
- 13.5 The Purchaser will be responsible for any Land and Buildings Transaction Tax payable on the Price and in respect of any sums payable under the Overage Agreement.
14. First Ranking Standard Security

At Completion, the Purchaser will deliver to the Seller a certified copy of the First Ranking Standard Security duly executed by the Purchaser

15 Confidentiality

15.1 Pre-Completion

The Purchaser and the Seller will not disclose details of the Missives or the acquisition of the Property by the Purchaser to the press or otherwise prior to Completion except:-

- 15.1.1 with the prior written consent of the other party;
- 15.1.2 to the Purchaser and the Seller's respective agents and professional advisers in connection with the acquisition/sale of the Property;
- 15.1.3 to the Purchaser's bankers or other providers of finance (and their professional advisers) in connection with the acquisition of the Property;
- 15.1.4 where required by law; and
- 15.1.5 where required to comply with the requirements of the Stock Exchange or any other regulatory or government authority.

15.2 Post-Completion

Any press release after Completion relating to the acquisition/sale of the Property is to be agreed in writing between the Purchaser and the Seller prior to its publication (both parties acting reasonably).

15.3 Agents

The Purchaser and the Seller will ensure that their respective agents and professional advisers comply with the undertakings in this Clause0.

16 General

16.1 Formal Documentation Required

Neither the Seller nor the Purchaser will be bound by any acceptance of this offer or any other letter purporting to form part of the Missives or any amendment or variation of the Missives unless it is duly executed.

16.2 Complete Agreement

The Missives (including the annexations) will represent and express the full and complete agreement between the Seller and the Purchaser relating to the sale of the Property at the Conclusion Date and will supersede any previous agreements between the Seller and the Purchaser relating to it. Neither the Seller nor the Purchaser has been induced to enter into the Missives on account of any prior warranties or representations.

16.3 Exclusion of Third Party Rights

The Missives do not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of the Missives.



17 Supersession

The provisions of the Missives (other than all of Clause 2 and Clauses 7.5, 7.6, 7.8, 9, 12, 13 and 14 and this Clause 17 which will remain in full force and effect until implemented) in so far as not implemented by the granting and delivery of the Disposition and others, will remain in full force and effect until the earlier of:-

- 17.1 the date when such provisions have been implemented; and
- 17.2 two years after the Date of Entry except in so far as they are founded on in any court proceedings which have commenced within such two year period.

18 Exclusion of Personal Liability

- 18.1 No personal liability will attach to the Purchaser's Solicitors by virtue of their entering into the Missives in their capacity as agents for the Purchaser.
- 18.2 No personal liability will attach to the Seller's Solicitors by virtue of their entering into the Missives in their capacity as agents for the Seller.
- 18.3 The Seller and the Purchaser will be solely liable to each other for compliance with, and fulfilment of, their respective obligations under the Missives.

19 Assignment

The Purchaser may not (whether at common law or otherwise):-

- 19.1 assign, transfer, grant any fixed security over, hold on trust or deal in any other manner with the benefit of the whole or any part of its interest in the Missives;
- 19.2 sub-contract any or all of its obligations under the Missives; nor
- 19.3 purport to do any of the foregoing.

20 Proper Law and Prorogation

The Missives and the rights and obligations of the Seller and the Purchaser will be governed by and construed in accordance with the law of Scotland and the Seller and the Purchaser will be deemed to have agreed to submit to the non-exclusive jurisdiction of the Scottish courts.

21 Time Limit

This offer, if not previously withdrawn, will fall unless a binding written acceptance has been received by us by 5 pm on 11 March 2022.

Yours faithfully

Member for and on behalf of  
Raeburn Christie Clark & Wallace LLP

Witness  
Stella Mary Davidson, 12-16 Albyn Place,  
Aberdeen

## Raeburn Christie Clark & Wallace

for life & business

This is the Schedule referred to in the foregoing offer by Raeburn Christie Clark & Wallace LLP (on behalf of CLAN Cancer Support to Aberdeen City Council in respect of CLAN House, 120 Westburn Road, Aberdeen

### Part 1

#### Disclosed Documents

1. Title Deeds.
2. Property enquiry certificate(s) dated 9 July 2020.
3. Legal Report dated 8 July 2020.
4. Plans Report dated 9 July 2020.



Solicitors & Estate Agents Offices at: Aberdeen | Banffshire | Ellon | Inverurie | Stonehaven

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Raeburn Christie Clark & Wallace LLP is a limited liability partnership registered in Scotland Reg No. 50306668. Registered Office: 12-16 Albion Place, Aberdeen AB10 1PS.  
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Raeburn Christie Clark & Wallace

Part 2

Disposition

for life & business

DISPOSITION

by

ABERDEEN CITY COUNCIL

in favour of

CLAN CANCER SUPPORT

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2021

Reference: CAV.CAN012.21

FAS: 5819

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Subjects: CLAN House, 120 Westburn  
Road, Aberdeen, AB25 2QA

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This is the draft Disposition forming Schedule Part 2 of the  
foregoing Offer to Aberdeen City Council dated 7 March,  
2022



Raeburn Christie Clark & Wallace LLP  
Solicitors  
DX AB2  
Aberdeen

In this Disposition, the expressions set out below in Column 1 shall have the meaning and effect respectively set opposite them in Column 2, namely:-

Column 1	Column 2
the Disponer	: Aberdeen City Council incorporated by and acting under the Local Government etc (Scotland) Act 1994 and having its Principal Offices at Town House, Broad Street, Aberdeen, AB10 1AQ
the Consideration	: Four Hundred and Forty Thousand Pounds (£440,000) Sterling
the Disponee	: CLAN Cancer Support, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen, AB25 2QA
the Disposed Property	: the subjects described in Part 1 of the Schedule
the Date of Entry	: 30 March 2022
the Schedule	: the Schedule annexed and executed as relative hereto which forms part of this Disposition and shall have effect as if set out in the body of this Disposition

The Disponer in exchange for the Consideration, hereby DISPONES to the Disponee, heritably and irredeemably, ALL and WHOLE the Disposed Property together with the servitudes specified in Part III of the Schedule and the right to enforce the real burdens specified in Part V of the Schedule and the Disponer's whole right, title and interest in and to the Disposed Property; BUT ALWAYS WITH AND UNDER the burdens, reservations, conditions and others so far as still valid, subsisting and applicable specified or referred to in (One) Instrument of Sasine in favour of Alexander Gamack recorded in the Register of Sasines for the Burgh of Aberdeen on 18 August 1761; (Two) Feu Charter by Thomas Henry Meikle in favour of Alexander Laing and Another dated 20 June 1868 and recorded in the said Division of the General Register of Sasines on 24 December 1874; and (Three) Feu Charter by Henry Jackson in favour of Charles Gray Eirick dated 29 September and recorded in the said Division of the General Register of Sasines on 14 October both months in the year 1871; AND ALSO WITH AN UNDER (FIRST) the servitudes specified in Part IV of the Schedule, (SECOND) the real burdens specified in Part VI of the Schedule; it being a real burden imposed on the Disposed Property and the Retained property in favour of each other that all disputes shall be referred to an arbiter in terms of Part VII of the Schedule; No application may be made to the Lands Tribunal for Scotland under Section 90(1)(a) (i) of the Title Conditions (Scotland) Act 2003 in respect of the real burdens set out in Part V and VI of the Schedule for the period of five years following the Date of Entry; WITH ENTRY and actual occupation as at the Date of Entry notwithstanding the date hereof; And the Disponer grants warrandice but always excepting therefrom all servitudes, wayleaves and rights of way whether formally constituted or not but without prejudice to the rights of the said Disponee to impugn the same under any rule of law, not inferring absolute warrandice against the Disponer; And the Disponer acknowledges that from the date of delivery of this Disposition until the date of registration of this Disposition in the appropriate Register, the

Disponer holds title to the Disponed Property in trust for the Disponee but solely for the purposes of holding title to the Disponed Property and of procuring registration of the Disponee's title to the Disponed Property; IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule and Plan are executed as follows:-

They are signed for and on behalf of Aberdeen City Council at Aberdeen by: -

Signed (Proper Officer) Print Name	Signed (Witness) Print Name
Date	Address
Position	

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DISPOSITION BY  
ABERDEEN CITY COUNCIL IN FAVOUR OF CLAN CANCER SUPPORT**

Part I

Description of the Disposed Property

ALL and WHOLE the subjects at 120 Westburn Road, Aberdeen, AB25 2QA, extending to 0.467 hectares and shown edged red on the plan annexed and signed as relative hereto (hereinafter referred to as "the Plan") and forming part and portion of ALL and WHOLE the subjects more particularly described in (First) Disposition by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Seventh, Eighth, Ninth and Twelfth days of May and recorded in the Division of the General Register of Sasines for the County of Aberdeen on the Twentieth day of June both months in the year Nineteen Hundred and Two and (Second) Disposition by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated Sixth July and recorded in the Division of the General Register of Sasines for the County of Aberdeen on Thirteenth August both months in the year Nineteen Hundred and Four: Together with (i) the whole buildings and erections on it known as and forming CLAN House, 120 Westburn Road, aforesaid, (ii) the whole fixtures and fittings in and on it, and (iii) the whole rights, parts, privileges and pertinents.

Part II

Interpretation

**"Retained Property"** shall mean (First) the Access Road and (Second) ALL and WHOLE the subjects known as Westburn Resource Centre, 116 Westburn Road, Aberdeen, AB25 2QA, and shown edged green on the Plan, and which subjects (First) and (Second) form part and portion of ALL and WHOLE the subjects described in (First) Disposition by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Seventh, Eighth, Ninth and Twelfth days of May and recorded in the Division of the General Register of Sasines for the County of Aberdeen on the Twentieth day of June both months in the year Nineteen Hundred and Two; (Second) Disposition by Charles Grant with consent in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Twenty First day of November and recorded in the Division of the General Register of Sasines for the County of Aberdeen on the Twenty Fifth day of November both dates in Nineteen Hundred and Thirteen; (Third) Disposition by Edward Summerfield in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Eleventh and recorded in the said Division of the General Register of Sasines on the Thirteenth both days of November Nineteen Hundred and Thirteen; and (Fourth) Disposition by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Sixth day of July and recorded in the said Division of the General Register of Sasines on the Thirteenth day of August both months in the year Nineteen Hundred and Four;

**"Retained Property Proprietors"** shall mean the Disposer as hereinbefore defined and their successors as proprietors of the Retained Property;

**"Access Road"** shall mean the access road forming part of the Retained Property being the road shown coloured blue on the Plan;

**"Disposed Property"** shall mean the area of ground described in Part I of the Schedule;

**"Disposed Property Proprietors"** means the Disponee and their successors as proprietors of the Disposed Property.



### **Part III**

#### **Servitudes in favour of the Disposed Property over the Retained Property**

The following servitudes are granted in favour of the Disposed Property over the Retained Property:-

- (One) A heritable and irredeemable servitude right of pedestrian and vehicular access to and from the Disposed Property and that over and across the Access Road to Westburn Road, aforesaid.
- (Two) A heritable and irredeemable servitude right to connect the Disposed Property to any main water pipes, foul and surface water sewers, mains gas, mains electricity, telephone, telecommunications and other service media situated in the Access Road and thereafter to use, repair, maintain, renew, upgrade, inspect and access the same in connection with the Disposed Property

#### Part IV

##### Servitude in favour of the Retained Property over the Disposed Property

The following servitude is granted in favour of the Retained Property over the Disposed Property:-

A heritable and irredeemable servitude right of pedestrian and vehicular access over and across the Disposed Property insofar as is required for the purposes of maintaining, repairing, inspecting and, when necessary renewing, and replacing the boundaries of the Retained Property. For the avoidance of doubt, the aforementioned servitude right is exercisable by the Retained Property Proprietors as well as the tenants, agents, employees, workmen and others authorised by them from time to time.

Part V

Real Burdens for the Benefit of the Disposed Property

The following real burdens are imposed on the Retained Property for the benefit of the Disposed Property:-

- (One) With reference to the servitude rights contained in paragraph (One) of Part IV of this Schedule, those exercising access shall be obliged (1) to make good any surface damage caused in the exercise thereof.
- (Two) The Retained Property Proprietors shall procure that the servitude rights contained in Paragraph (One) of Part IV of this Schedule are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Disposed Property Proprietor and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers.
- (Three) The Retained Property Proprietors will indemnify the Disposed Property Proprietors in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the servitude rights contained in Part IV of this Schedule by the Retained Property Proprietors.
- (Four) The Retained Property Proprietors shall (i) pay a fifty per cent (50%) share of the cost of maintenance of the Access Road to its current standard, and (ii) not park any vehicle on the Access Road nor cause or permit any obstruction to be placed thereon.
- (Five) The Retained Property Proprietors shall be mutually responsible for the cost of maintenance, repair and when necessary renewal of the boundaries of the Disposed Property;
- (Six) It shall not be in the power of the Retained Property Proprietors to sell, alienate, gift or dispose of the Retained Property or any part or parts thereof to any person until the Retained Property Proprietors shall have first offered ("Pre-emption Offer") to sell the Access Road in writing to the Disposed Property Proprietors or their assignees or successors in ownership of the Disposed Property, such Pre-emption Offer to be sent by recorded delivery post to CLAN House, 120 Westburn Road, Aberdeen, AB25 2QA or such other address as may be intimated in writing by the Disposed Property Proprietors to the Retained Property Proprietors from time to time, at the price of ONE POUND (£1) Sterling (if asked), and the Disposed Property Proprietors shall be bound to intimate in writing acceptance or refusal of the Pre-emption Offer within 21 days after the

Pre-emption Offer shall have been received by the Disposed Property Proprietors, declaring that in the event that the Disposed Property Proprietors fail to intimate in writing within 21 days of the date of the Pre-emption Offer then the Disposed Property Proprietors shall be deemed to have rejected the Pre-emption Offer and the Retained Property Proprietors shall be entitled to sell the Retained Property or the relevant part or parts thereof, as appropriate.

**PART VI**

**Real Burdens for the benefit of the Retained Property**

The following real burdens are imposed on the Disposed Property in favour of the Retained Property:-

- (One) With reference to the servitude rights contained in paragraph (Two), of Part III of this Schedule, the Disposed Property Proprietors shall be obliged to make good any surface damage caused to the Retained Property in the exercise thereof to the Retained Property Proprietors satisfaction acting reasonably.
- (Two) The Disposed Property Proprietors shall procure that the servitude rights contained in Paragraph (Two) of Part III of this Schedule are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Retained Property Proprietor and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers.
- (Three) The Disposed Property Proprietors will indemnify the Retained Property Proprietors in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the servitude rights contained in Part III of this Schedule by the Disposed Property Proprietors.
- (Four) The Disposed Property Proprietors shall (i) pay a fifty per cent (50%) share of the cost of maintenance of the Access Road to its current standard, and (ii) not park any vehicle on the Access Road nor cause or permit any obstruction to be placed thereon.
- (Five) The Disposed Property Proprietors shall be mutually responsible for the cost of maintenance, repair and when necessary renewal, and replacement of the boundaries of the Disposed Property.

**Part VII**

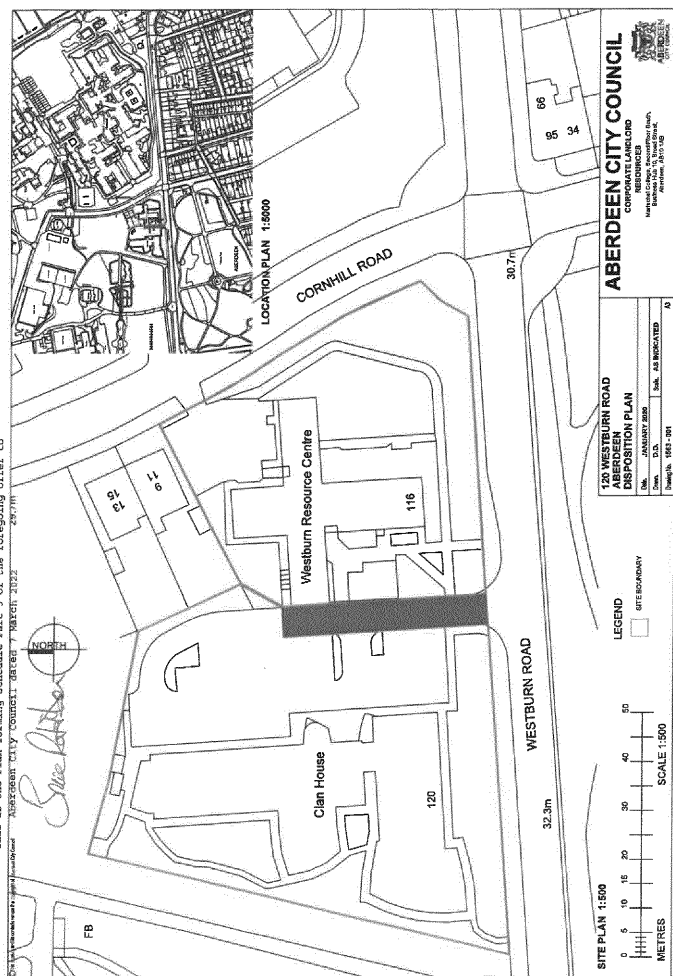
In the event of there being any dispute in relation to these presents, then same shall be referred to an Arbitrator to be mutually appointed, whom failing an Arbitrator appointed by the Sheriff of Grampian, Highlands and Islands at Aberdeen upon application by any affected proprietors.

Raeburn Christie Clark & Wallace

Part 3

Plan

for life & business





Title Deeds

- 1. Disposition by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated the Seventh, Eighth, Ninth and Twelfth days of May and recorded in the Division of the General Register of Sasines for the County of Aberdeen on the Twentieth day of June both months in the year Nineteen Hundred and Two.
- 2. Disposition by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated Sixth July and recorded in the Division of the General Register of Sasines for the County of Aberdeen on Thirteenth August both months in the year Nineteen Hundred and Four.
- 3. Instrument of Sasine in favour of Alexander Gamack recorded in the Register of Sasines for the Burgh of Aberdeen on 18 August 1761.
- 4. Feu Charter by Thomas Henry Melkle in favour of Alexander Laing and Another dated 20 June 1868 and recorded in the said Division of the General Register of Sasines on 24 December 1874.
- 5. Feu Charter by Henry Jackson in favour of Charles Gray Eirick dated 29 September and recorded in the said Division of the General Register of Sasines on 14 October both months in the year 1871.

Raeburn Christie Clark & Wallace

Part 5

Overage Agreement

for life & business

**OVERAGE AGREEMENT**  
between  
**ABERDEEN CITY COUNCIL**  
and  
**CLAN CANCER SUPPORT**

Property: CLAN HOUSE 120 WESTBURN ROAD, ABERDEEN  
Duration: 12 years

This is the draft Overage Agreement forming Schedule Part 5 of the  
foregoing Offer to Aberdeen City Council dated 7 March,  
2022



49531761v5

**OVERAGE AGREEMENT**

between

**ABERDEEN CITY COUNCIL**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its Principal Office at Marischal College Broad Street, Aberdeen, AB10 1AB

and

**CLAN CANCER SUPPORT** incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at Clan House, 120 Westburn Road, Aberdeen AB25 2QA

**1 Definitions**

In this Agreement:

- 1.1 **"Affiliate"** means a company which, directly or indirectly through one or more intermediaries controls or is controlled by or is under the common control with the Purchaser, for this purpose control means direct or indirect ownership in aggregate of fifty per cent or more of working capital;
- 1.2 **"Agreement"** means this agreement and, save where otherwise expressly provided, any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof;
- 1.3 **"Disposal"** means any of the following to a bona fide independent third party at arm's length of (i) the transfer of the heritable title to the Property; (ii) the granting of a Ground Lease of the Property or part thereof and "disposed of" shall be construed accordingly; Provided that Excluded Disposals are not "Disposals";
- 1.4 **"Excluded Disposal"** means any of the following (a) a disposal (including lease) to a utility company or statutory authority; (b) a disposal of the solum of any road or path; (c) minor title boundary adjustments; (d) the granting of wayleaves, servitudes, rights of common property and other ancillary rights; (e) the granting of fixed and floating charges; (f) an arrangement for occupation of the Property or part thereof to allow surveys, building or other operations to take place thereon; and (g) a Group Disposal, where the Group Disposal is not on an arm's length basis;
- 1.5 **"Ground Lease"** means the granting of a long lease of the Property on terms and conditions equivalent to the sale of the heritable interest in the Property;
- 1.6 **"Group Company"** means a company which is a subsidiary of or a holding company of the Purchaser (or of a recipient Group Company in terms of Clause 4) or a subsidiary of such holding company (as the term "subsidiary" and "holding company" are defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership

requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee;

- 1.7 **"Group Disposal"** means any transfer being (i) the transfer of the heritable title to the Property; or (ii) the granting of a long lease of the Property on terms and conditions equivalent to the sale of the heritable interest in the Property to a Group Company or an Affiliate;
- 1.8 **"Independent Surveyor"** means a Fellow of the Royal Institution of Chartered Surveyors with at least 10 years' experience in valuing properties similar to the Property for uses similar to the Property, and whose usual place of practice is within the vicinity of the Property;
- 1.9 **"Interest"** means interest at the rate of 4% per annum above the base rate for the time being of The Royal Bank of Scotland plc;
- 1.10 **"Overage Payment"** means the sum payable by the Purchaser to the Seller in terms of Clause 5.1 hereof;
- 1.11 **"Overage Period"** means 12 years starting on 30 March 2022 and ending at midnight on 29 March 2034 (the **"Expiry Date"**);
- 1.12 **"Parties"** means the Seller and the Purchaser and **"Party"** shall mean either of them;
- 1.13 **"Payment Date"** means the date ten Working Days after agreement or (if applicable) determination of any Overage Payment;
- 1.14 **"Price Paid"** means the instalments of the price paid by the Purchaser to the Seller and received by the Seller in terms of the Sale Missives, up to a maximum of FOUR HUNDRED AND FORTY THOUSAND POUNDS (£440 000.00) STERLING exclusive of VAT;
- 1.15 **"Price Received"** means EIGHT HUNDRED and SEVENTY FIVE THOUSAND POUNDS (£875,000) STERLING exclusive of VAT;
- 1.16 **"Property"** means ALL and WHOLE those subjects lying on the north side of Westburn Road, Aberdeen, known as CLAN House extending to 0.467 hectares or thereby, 120 Westburn Road, Aberdeen AB25 2QA as shown delineated in red on the Plan annexed and executed as relative hereto and which subjects comprise (IN THE FIRST PLACE) part and portion of ALL and WHOLE the lands of Loch Head in the City and County of Aberdeen all as more particularly described in and disposed by the Disposition granted by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 7, 8, 9, and 12 days of May and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 20 June, both months in 1902; and (IN THE SECOND PLACE) part and portion of ALL and WHOLE the lands in the City and County of Aberdeen more particularly described in and disposed by the Disposition granted by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Lord Provost, Magistrates and Town Council of the City and

Royal Burgh of Aberdeen dated 6 July and recorded in the said Division of the General Register of Sasines on 13 August 1904;

- 1.17 **"Purchaser"** means the said Clan Cancer Support;
- 1.18 **"Release Date"** means the earlier of (a) the date on which the Overage Payment and all sums due in terms of this Agreement are paid to the Seller and (b) the Expiry Date (but that always without prejudice to any outstanding liability to pay any Overage Payment as regards any Disposal occurring on or prior to the Release Date);
- 1.19 **"Relevant Event"** means (1) a Disposal (2) a Disposal following the grant of a Ground Lease by the Purchaser during the Overage Period or (3) the granting of a new Ground Lease of the Property during the Overage Period;
- 1.20 **"Seller"** means the said Aberdeen City Council;
- 1.21 **"Standard Security"** means the Standard Security to be entered into pursuant to this Agreement;
- 1.22 **"Subscribed"** means in relation to any document that such document is subscribed so that the document shall be presumed to have been subscribed by the grantor of it for the purposes of sections 3 and/or 7 of, and Schedule 2 to the Requirements of Writing (Scotland) Act 1995;
- 1.23 **"VAT"** means Value Added Tax chargeable under the Value Added Tax Act 1994 and any tax similar or equivalent to value added tax or performing a similar fiscal function;
- 1.24 **"Working Day"** means from Monday to Friday inclusive throughout the year apart from:
  - 1.24.1 any days which are official public holidays within the City of Edinburgh and/or City of Aberdeen; and
  - 1.24.2 any days which are official bank holidays throughout the whole of Scotland and/or England.

## 2 Interpretation

- 2.1 The headings to Conditions are for ease of reference only, and shall be disregarded in the construction or interpretation of this Agreement.
- 2.2 In this Agreement words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa, and words denoting natural persons shall include incorporated bodies and vice versa.
- 2.3 Terms which are given a definition in this Agreement (whether or not in Clause 1) shall have the meaning given by such definition throughout the Agreement except to the extent that the application of such definition is expressly limited to a particular clause and unless any contrary intention is clearly expressed in any other part of the Agreement.

2.4 Where a party comprises two or more persons, the obligations undertaken by such persons in terms of this Agreement shall be deemed to be undertaken by such persons jointly and severally without the necessity of discussing them in their order.

2.5 Any reference in this Agreement to a statute or order shall include any modification, extension or re-enactment thereof for the time being in force (unless the contrary intention is clearly expressed in another clause) and shall also include all Instruments, orders, plans, regulations, permissions and directions made, issued or given thereunder or deriving validity therefrom.

2.6 In this Agreement, the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

2.7 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this Agreement.

### 3 Narrative

3.1 The Seller and the Purchaser entered into missives for the sale of the Property to the Purchaser (the "Sale Missives").

3.2 In terms of the Sale Missives, the Seller and the Purchaser have agreed to enter into this Agreement to secure a future overage payment to the Seller in the event of any Relevant Event during the Overage Period. The Purchaser's obligations under this Agreement are to be secured by way of the Standard Security granted over the Property in favour of the Seller.

### 4 Group disposal

During the Overage Period, in the event of a Group Disposal, the recipient Group Company or Affiliate shall be obliged to enter into (and the Purchaser shall procure that such recipient Group Company or Affiliate enter into) and in the event of any subsequent Group Disposal to a Group Company or Affiliate any subsequent recipient Group Company or Affiliate shall enter into (and the disposing Group Company or Affiliate shall procure that the recipient Group Company or Affiliate enter into) an agreement with the Seller, in all cases in the same terms, *mutatis mutandis* as this Agreement including the terms of this Clause 4 within 20 Working Days of the said Group Disposal and this shall be repeated as often as necessary for every Disposal to a Group Company or Affiliate during both the Overage Period and the whole terms and conditions of such agreement will apply save in so far as such terms and conditions have been implemented in full as at the date of such agreement.

### 5 Relevant Event

5.1 The Purchaser agrees that if a Relevant Event occurs during the Overage Period the Purchaser will pay to the Seller in the event that: -

5.1.1 where there is a Disposal, one hundred per cent (100%) of the difference between the Price Received and the Price Paid; or

5.1.2 a new Ground Lease is put in place, the Purchaser will pay to the Seller 100% of the difference between the Price Received and the Price Paid.

5.2 The Purchaser shall act in good faith at all times and shall as soon as reasonably practicable notify the Seller in writing of:

5.2.1 the entering into of any contract and any relevant ancillary documents relative to a Disposal, and/or

5.2.2 the completion, or proposed or anticipated completion, of a Disposal.

5.3 The Purchaser shall, within 20 Working Days after the grant of a Ground lease, provide the Seller with a certified true copy of the contract relative to the Ground Lease in question.

5.4 The Purchaser shall, within 20 Working Days after the occurrence of a Relevant Event, provide the Seller with:

5.4.1 a certified true copy of the contract relative to the Disposal in question; and

5.4.2 a written statement detailing the Purchaser's calculation of the Overage Payment;

and shall thereafter provide the Seller with such other documentation and information as the Seller (acting reasonably) may specify.

5.5 Within 20 Working Days of receipt of the Purchaser's written statement, the Seller shall be entitled, but not obliged, to provide the Purchaser with a written statement detailing the Seller's calculation of the Overage Payment. If the Seller shall not have served such written notice on the Purchaser intimating its calculation of the Overage Payment, then the Seller shall be deemed to have accepted the amount of the Overage Payment as the figure set out in the Purchaser's statement.

5.6 If, within 20 Working Days of the date of receipt from the Seller of a written statement detailing the Seller's calculation of the Overage Payment, the Purchaser shall not have served written notice on the Seller intimating their rejection of the Seller's calculation, the Purchaser shall be deemed to have accepted the amount of the Overage Payment as the figure set out in the Seller's statement and the Seller's calculation of the Overage Payment shall prevail as the correct amount to be paid.

5.7 If the Purchaser and the Seller fail to agree on the amount of the Overage Payment within 45 Working Days after the date of a Disposal, either Party may refer the matter to an Independent Surveyor.

## **6 Date of determination of overage payment**

The date of determination of the Overage Payment will be the earlier of:



- 6.1 the date on which the Purchaser or the Seller as the case may be confirm their acceptance of the other Party's calculation;
- 6.2 the date of expiry of the relevant 20 Working Day period when the Purchaser or the Seller are deemed to have accepted the calculation of the other Party; and
- 6.3 the date of issue of the Independent Surveyor's written decision in terms of Clause 7.

#### **7 Dispute resolution**

- 7.1 The Independent Surveyor shall be appointed jointly by the parties, but in default of agreement within 50 Working Days after the date of a Disposal, either Party may apply to the President of the Royal Institution of Chartered Surveyors in Scotland requesting the appointment of an Independent Surveyor.
- 7.2 The Independent Surveyor shall act as an expert and shall give a written copy of the decision on the amount of the Overage Payment to both the Purchaser and the Seller within 20 Working Days after the date of the Independent Surveyor's appointment.
- 7.3 If the appointed Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by Clause 7.3 then either Party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the appointed Independent Surveyor and to appoint a replacement.
- 7.4 The Purchaser and the Seller shall each be entitled to make submissions to the Independent Surveyor and shall provide (or procure that others provide) the Independent Surveyor with the assistance and documents that the Independent Surveyor reasonably requires to reach a decision.
- 7.5 The Independent Surveyor's written decision shall be final and binding in the absence of manifest error or fraud.
- 7.6 The Purchaser and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 14 Working Days after a demand for payment. If they are not so paid, the Party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other Party on demand.
- 7.7 In default of agreement between the Parties, the Overage Payment shall be the amount determined by the Independent Surveyor.

#### **8 Payment of the overage payment**

- 8.1 The Purchaser shall pay the Overage Payment together with all (if any) VAT properly due and payable thereon to the Seller on the Payment Date by telegraphic transfer to such United Kingdom bank account as the Seller may nominate.

8.2 In the event that VAT is chargeable in addition to the Overage Payment the Purchaser will pay such VAT to the Seller in accordance with Clause 8.1, in exchange for a valid VAT invoice addressed to the Purchaser.

8.3 In the event that any Overage Payment together with all (if any) VAT payable thereon is not paid in full on the Payment Date, interest shall be payable on the relevant Overage Payment and all (if any) VAT due thereon, or on the balance outstanding from time to time, on demand, until payment of the Overage Payment and all (if any) VAT in full.

#### **9 Discharge**

9.1 Provided all sums due in terms of this Agreement have been paid, the Seller shall deliver a validly executed discharge of the Standard Security to the Purchaser within 15 Working Days of the Release Date, together with such Searches/Reports as the Purchaser may reasonably request showing no entry prejudicial to the grant of the discharge.

9.2 Without prejudice to Clause 9.1, if any sums remain outstanding or a dispute between the Parties has still to be determined on the Release Date, this Agreement will remain enforceable until such sums have been paid in full and to the extent necessary to achieve a final determination of that dispute (whether by agreement between the Parties, determination by the Independent Surveyor in accordance with Clause 7, by court proceedings or otherwise).

9.3 The Parties shall bear their own legal and other costs relative to the completion of the discharge of this Agreement, and the Purchaser shall bear all registration costs relative thereto.

#### **10 VAT**

10.1 Each amount stated to be payable by the Purchaser to the Seller under or pursuant to this Agreement is exclusive of VAT (if any).

10.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this Agreement, the Purchaser shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

#### **11 LBTT**

The Purchaser shall pay any Land and Buildings Transactions Tax (whether on the Sale Missives, this Agreement or otherwise) attributable to the obligations to make the Overage Payment.

#### **12 No partnership**

The relationship between the Seller and the Purchaser constituted by this Agreement is declared to be contractual only and shall not constitute a partnership or a joint venture agreement between the Parties nor shall either Party hold themselves out to be acting as the agent of the other.

**13 Contract (Third Party Rights) (Scotland) Act 2017**

This Agreement does not confer on any person other than the parties any right to enforce or otherwise invoke any term of this Agreement under the Contract (Third Party Rights) (Scotland) Act 2017 (but this does not affect any right or remedy of any person which exists or is available apart from that Act).

**14 Notices**

14.1 Every notice including every request, demand, notification and intimation under this Agreement shall be in writing and shall be served upon the Party to whom it falls to be issued or addressed.

14.2 Any notice shall be sufficiently served if sent by recorded delivery post:

14.2.1 to the Purchaser at the address of their registered office (or, if the Purchaser is not an incorporated body at their address as last intimated to the Seller at the Property); or

14.2.2 to the Seller marked for the attention of The Legal Services Manager, Aberdeen City Council, Business Hub 6 L1S Marishat College, Broad Street, Aberdeen (or, if the Seller is not an incorporated body, at their last known address).

14.3 Any notice served in accordance with Clause 14.2 shall be deemed to be served on the Purchaser or the Seller (as the case may be) at the expiry of 48 hours after the time of posting unless the contrary can be proved.

14.4 In proving posting it shall be sufficient to prove that an envelope containing the notice was duly addressed and posted in accordance with Clause 14.2.

**15 Execution in Counterpart**

15.1 This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts.

15.2 Where executed in counterparts:

15.2.1 this Agreement will not take effect until each of the counterparts has been delivered;

15.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

15.2.3 the parties may choose to evidence the date of delivery of this Agreement by inserting this in the blanks provided on the front two pages of this Agreement.

**16 Jurisdiction**

This Agreement shall be governed by and construed in accordance with the Laws of Scotland and to any extent that this may be required the Parties hereby prorogate the jurisdiction of the Scottish courts in relation to this Agreement.

**17 Testing clause**

This Agreement is executed as follows:

For the Purchaser

signature of witness	signature of authorised signatory
full name of above (print)	full name of above (print)
	date of signing
address of witness	place of signing

For the Seller

signature of witness	signature of proper officer
full name of above (print)	full name of above (print)
	date of signing
address of witness	place of signing

**Raeburn Christie Clark & Wallace**  
**Part 6**

for life & business

**First Ranking Standard Security**

**FIRST RANKING STANDARD SECURITY**  
by  
**CLAN CANCER SUPPORT**  
In favour of  
**ABERDEEN CITY COUNCIL**

**Property: CLAN HOUSE, 120 WESTBURN ROAD ABERDEEN**

This is the draft First Ranking Standard Security forming  
Schedule Part 6 of the foregoing Offer to Aberdeen City  
Council dated 7 March, 2022

A handwritten signature in black ink, appearing to read "Euan Raithe".

We, **CLAN CANCER SUPPORT**, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen AB25 2QA ("**the Purchaser**") DO HEREBY IN SECURITY OF the whole obligations *ad factum præstandum* undertaken by us, our liabilities and others due and that may become due (including for the avoidance of doubt any sums that become due) (collectively "**the Secured Obligations**") by ourselves the Purchaser to **ABERDEEN CITY COUNCIL**, having its Principal Office at Marischal College, Broad Street, Aberdeen, AB10 1AB ("**the Seller**") in terms of, or arising from Clause 2 (Payment of Price and Back Rent) of the Offer to Purchase the Security Subjects dated 2022, and forming part of the Missives concluded between ourselves and the Seller annexed and signed as relative hereto ("**the Missives**") and which expression shall include any amendments, variations, supplements or novations thereof or thereby), DO HEREBY GRANT in favour of the Seller a Standard Security over ALL and WHOLE those subjects lying on the north side of Westburn Road, Aberdeen known as CLAN House, 120 Westburn Road, Aberdeen AB25 2QA, as shown delineated in red on the Plan annexed and executed as relative hereto and which subjects comprise (IN THE FIRST PLACE) part and portion of ALL and WHOLE the lands of Loch Head in the City and County of Aberdeen all as more particularly described in and disposed by the Disposition granted by the Trustees of the late Robert Giegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 7, 8, 9, and 12 days of May and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 20 June, both months in 1902; and (IN THE SECOND PLACE) part and portion of ALL and WHOLE the lands in the City and County of Aberdeen more particularly described in and disposed by the Disposition granted by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Provost Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 6 July and recorded in the said Division of the General Register of Sasines on 13 August 1904 ("**the Security Subjects**"); Declaring that the Standard Security hereby granted ('the Standard Security') shall rank first over any standard security granted in security of a loan obtained by ourselves for the purchase of or any subsequent remortgage of the Security Subjects (other than a standard security used for the repayment to the Seller of all the secured obligations) and any standard security in terms of, or arising from the Overage Agreement between ourselves and the Seller dated [ ] 2022 ('the Agreement'); 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 we agree that the Standard Conditions shall be varied in accordance with the Missives and the following provisions:

- 1 the Purchaser shall:
  - 1.1 not until the Secured Obligations have been satisfied, implemented or paid in full, create nor purport, nor attempt to create nor permit to be created any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, nor create nor purport to attempt to create nor permit to subsist any floating charge or debenture over all or any of the assets of the Purchaser except in accordance with the terms of the Missives and Agreement;
  - 1.2 not create nor agree to create a subsequent standard security over the Secured Subjects or any part thereof except with the written consent of the Seller, such consent not to be unreasonably withheld or a decision thereon unreasonably delayed;
  - 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, implemented or paid in full;

1.4 satisfy, implement and pay the Secured Obligations.

2 Standard Condition 9(1)(b) shall be deleted and substituted by the following:

"where there has been a failure to comply with any requirement arising out of the security or any breach or non-observance or non-implementation by the Purchaser or the Secured Obligations."

3 The undertakings and obligations on the part of the Purchaser contained in this Standard Security shall be in addition to and not in substitution for the undertakings and obligations on the part of the Purchaser contained in the Missives.

4 The Purchaser agrees that in the event of any default under the Standard Security a warrant of summary ejection may competently proceed against the Purchaser.

5 For the purposes of this Standard Security any reference to the Security Subjects shall include a reference to any part or parts thereof and where there is any conflict between the Standard Conditions and the terms of the Standard Security and the Missives the Standard Security and the Missives shall prevail and shall have effect in preference to the standard conditions.

6 The Seller shall grant and deliver a discharge of this Standard Security on the payment of the final instalment of the back rent and the price and any interest due thereon, in accordance with the terms of the Missives.

And we, the Purchaser, grant warrantice and we consent to registration for preservation and execution: IN WITNESS WHEREOF this Standard Security is executed as follows:

For the Purchaser

signature of  
director/secretary/authorised signatory/witness

signature of  
director/secretary/authorised signatory

full name of above (print)

full name of above (print)

date of signing

address of witness

place of signing



**Raeburn Christie Clark & Wallace**  
Part 7

Overage Standard Security

for life & business

**STANDARD SECURITY**  
by  
**CLAN CANCER SUPPORT**  
in favour of  
**ABERDEEN CITY COUNCIL**

**Property: CLAN HOUSE, 120 WESTBURN ROAD ABERDEEN**

This is the draft Overage Standard Security forming  
Schedule Part 7 of the foregoing Offer to Aberdeen  
City Council dated 7 March, 2022



We, **CLAN CANCER SUPPORT**, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen AB25 2QA ("the Purchaser") DO HEREBY IN SECURITY OF the whole obligations *ad factum praestandum* undertaken by us, our liabilities and others due and that may become due (including for the avoidance of doubt any sums that become due) (collectively "the Secured Obligations") by ourselves the Purchaser to **ABERDEEN CITY COUNCIL**, having its Principal Office at Marischal College, Broad Street, Aberdeen, AB10 1AB ("the Seller") in terms of, or arising from the Overage Agreement between ourselves and the Seller dated [ ] and [ ] 2022 ("the Agreement") and which expression shall include any amendments, variations, supplements or novations thereof or thereby), DO HEREBY GRANT in favour of the Seller a Standard Security over ALL and WHOLE those subjects lying on the north side of Westburn Road, Aberdeen known as CLAN House, 120 Westburn Road, Aberdeen AB25 2QA, as shown delineated in red on the Plan annexed and executed as relative hereto and which subjects comprise (IN THE FIRST PLACE) part and portion of ALL and WHOLE the lands of Loch Head in the City and County of Aberdeen all as more particularly described in and disposed by the Disposition granted by the Trustees of the late Robert Glegg in favour of the Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 7, 8, 9, and 12 days of May and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 20 June, both months in 1902; and (IN THE SECOND PLACE) part and portion of ALL and WHOLE the lands in the City and County of Aberdeen more particularly described in and disposed by the Disposition granted by the Corporation of the Royal Infirmary and Lunatic Asylum of Aberdeen in favour of the Provost Magistrates and Town Council of the City and Royal Burgh of Aberdeen dated 6 July and recorded in the said Division of the General Register of Sasines on 13 August 1904 ("the Security Subjects"); Declaring that the Standard Security hereby granted ("the Standard Security") shall be postponed to and shall rank after any standard security in terms of, or arising from the Missives between ourselves and the Seller dated [ ] 2022 ("the Missives"). 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 we agree that the Standard Conditions shall be varied in accordance with the Agreement and the following provisions:

- 1 the Purchaser shall:
  - 1.1 not until the Secured Obligations have been satisfied, implemented or paid in full, create nor purport, nor attempt to create nor permit to be created any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, nor create nor purport to attempt to create nor permit to subsist any floating charge or debenture over all or any of the assets of the Purchaser except in accordance with the terms of the Agreement and the Missives;
  - 1.2 be entitled to create a subsequent standard security over the Security Subjects or any part thereof, which subsequent standard security shall rank above this Standard Security;
  - 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, implemented or paid in full;
  - 1.4 satisfy, implement and pay the Secured Obligations.
- 2 Standard Condition 9(1)(b) shall be deleted and substituted by the following;

"where there has been a failure to comply with any requirement arising out of the security or any breach or non-observance or non-implementation by the Purchaser or the Secured Obligations."

- 3 The undertakings and obligations on the part of the Purchaser contained in this Standard Security shall be in addition to and not in substitution for the undertakings and obligations on the part of the Purchaser contained in the Agreement.
- 4 The Purchaser agrees that in the event of any default under the Standard Security a warrant of summary ejection may competently proceed against the Purchaser.
- 5 For the purposes of this Standard Security any reference to the Security Subjects shall include a reference to any part or parts thereof and where there is any conflict between the Standard Conditions and the terms of the Standard Security and the Agreement the Standard Security and the Agreement shall prevail and shall have effect in preference to the standard conditions.
- 6 The Seller shall grant and deliver a discharge of this Standard Security on the Release Date in accordance with the terms of the Agreement.

And we, the Purchaser, grant warrantice and we consent to registration for preservation and execution: IN WITNESS WHEREOF this Standard Security is executed as follows:

For the Purchaser

signature of director/secretary/authorised signatory/witness	signature of director/secretary/authorised signatory
full name of above (print)	full name of above (print)
	date of signing
address of witness	place of signing

for life &amp; business

Solicitors & Estate Agents Offices at: **Aberdeen** | **Banchory** | **Elgin** | **Inverurie** | **Stonehaven** [www.raeburns.co.uk](http://www.raeburns.co.uk)

Raeburn Christie Clark & Wallace LLP is a limited liability partnership registered in Scotland Reg No. SO306668. Registered Office: 12-16 Albyn Place, Aberdeen AB10 1PS.  
 Raeburn Christie Clark & Wallace is the trading name of Raeburn Christie Clark & Wallace LLP. VAT registration number 265 3224 69

Our Ref BGR.CAV.CAN012-21 Your Ref

This is the draft Completion Undertaking forming Schedule Part 8 of the foregoing Offer to Aberdeen City Council dated 7 March, 2022

Aberdeen City Council  
Legal Services - Governance  
Level 1 South  
Marischal College  
Broad Street  
Aberdeen, AB10 1AB

• 12-16 Albany Place  
Aberdeen  
AB10 1PS  
• DX: AB2  
• LP:59, Aberdeen 1  
www.raeburns.co.uk

Commercial Department  
t 01224 332400  
f 01224 332403  
e craig.velch@raeburns.co.uk

30 March 2022

Dear Sirs

CLAN Cancer Support  
Aberdeen City Council  
120 Westburn Road, Aberdeen

1. Definitions

1.1 In this letter of undertaking:

"Application" means an application for registration in the Land Register of Scotland;

"Business Day" means any day on which clearing banks in Aberdeen, Edinburgh, Glasgow and London are open for normal business;

"Completion" means the date of completion of the Transaction;

"Disposition" means the disposition of the Property in favour of the Purchaser;

"First Ranking Standard Security" means the first ranking standard security to be granted by the Purchaser in favour of the Seller;

"Overage Standard Security" means the overage standard security to be granted by the Purchaser in favour of the Seller;

"Purchaser" means CLAN CANCER SUPPORT, incorporated under the Companies Acts (Registered Number SC140582) and having its Registered Office at CLAN House, 120 Westburn Road, Aberdeen AB25 2QA ;

"Property" means the subjects known as 120 Westburn Road, Aberdeen;

"Seller" means ABERDEEN CITY COUNCIL, having its Principal Office at Marischal College, Broad Street, Aberdeen, AB10 1AB; and

"Transaction" means the purchase of the Property by the Purchaser from the Seller.

2. Preamble

We act for the Purchaser in connection with the Transaction.

3. Registration

We UNDERTAKE:

**Partners**  
Colin A. McDonald  
Managing Partner  
William D. Barclay  
Fiona L. Couls  
Douglas J. Christie  
Faye L. Donald  
Neil Fraser  
Naomi E. Meams  
James M.J. Wilson  
Bruce G. Robertson  
Alasdair A. Smith  
Heather M. Stephen  
Amy C.D. Walton  
Solicitor Advocate  
Peter W. Laidlaw  
**Consultants**  
Anna Boyd  
Jennifer A. Burnett  
Pamela W.S. Bursill  
**Associates**  
Iain A. Angus  
Gavin B. Cooper  
Aaron C. Donoh  
Kirsten A. Dunford  
Amanda J. Gilchrist  
Teresa A. Low  
Anne S. Liffey  
Ruth Lester  
Alison W. MacKenzie  
Anna J. McIl  
Michael Mann  
Aislinn Reid  
Scott Rennie  
George N. Rutherford  
David M. Smith  
Gordon J. Wallace  
Laura Youngson  
**Investment Consultants**  
James K. Guyon  
Keith G. Macintosh  
**Authorised and Regulated  
by the Financial Conduct  
Authority in the conduct  
of Investment Business.**  
**Accredited by The Society  
of Trust and Estate  
Practitioners as a STEP  
Employer Partner.**  
Faye Donald is accredited by  
the Law Society as a Family  
Law Mediator and is  
trained as a Collaborative  
Family Lawyer.  
Fiona Couls is trained as a  
Collaborative Family Lawyer.

3.1 within 2 Business Days after Completion to submit simultaneously the Applications for the following documents for registration in the Land Register of Scotland:

3.1.1 the Disposition; and

3.1.2 provided we have received your completed application forms, the First Ranking Standard Security and the Overage Standard Security

together with all other documents which require to be submitted for the purposes of acceptance of the Applications by the Land Register of Scotland; and

4. **Land Register Matters**

We UNDERTAKE:

**Disposition**

4.1 not to uplift or withdraw the Application for the Disposition without your prior written approval;

4.2 to notify you of any rejection of our Application for the Disposition within one Business Day of receipt by us of intimation of rejection;

4.3 to deal promptly with all correspondence received from the Registers of Scotland in relation to the Application for the Disposition and provide you with copies of all relevant correspondence as soon as reasonably practicable;

4.4 on behalf of the Purchaser to use reasonable endeavours:

4.4.1 to correct, or procure the correction of any errors in the application forms for the Disposition and where required to procure re-execution of the Disposition and

4.4.2 to re-submit the Application as soon as reasonably practicable and in any event no later than 5 Business Days after the date of such rejection or such longer period as is reasonable in the circumstances;

4.5 if the Application for the Disposition cannot be re-submitted before the expiry of the protected period under the advance notice for the Disposition to:

4.5.1 procure that an application is made for a further advance notice for the Disposition; and

4.5.2 obtain an updated search in the Register of Inhibitions and Adjudications.

4.6 to meet the costs of any rejection fees charged by the Registers of Scotland that are incurred by you as a result of rejection of the Application for the Disposition.

4.7 to re-submit the Application and if you have agreed that we will do so, and provided that we receive an updated application form for the First Ranking Standard Security and the Overage Standard Security from you, (if necessary) the First Ranking Standard Security and the Overage Standard Security as soon as reasonably practicable and in any event no later than 5 Business Days after the date of such rejection or such longer period as is reasonable in the circumstances; subject to clause 4.8, before the expiry of the protected period under the advance notice for the First Ranking Standard Security and the Overage Standard Security;

4.8 if the Application for the Disposition cannot be re-submitted before the expiry of the protected period under the advance notice for the Disposition and the First Ranking Standard Security and Overage Standard Security, to:

4.8.1 procure that an application is made for a further advance notice for the Disposition; and

4.8.2 apply for a further advance notice for the First Ranking Standard Security and the Overage Standard Security in the form previously agreed with you; and

4.8.3 obtain an updated search in the Register of Inhibitions and Adjudications.

4.9 to meet the costs of any rejection fees charged by the Registers of Scotland and any additional registration fees relating to the First Ranking Standard Security and the Overage Standard Security payable to Companies House that are incurred by you as a result of rejection of the Application for the Disposition;

**Standard Security**

4.10 if the Application for the First Ranking Standard Security and Overage Standard Security is rejected, if required, promptly and in any event, where possible, prior to the expiry of the protected period under the original advance notice to apply for a further advance notice for the First Ranking Standard Security and Overage Standard Security in the form previously agreed with you; and

4.11 to provide prompt assistance to you in responding to any enquiries or rejections received by you from Registers of Scotland, and to provide any information held by us in connection with the Purchase's right to the Property required by Registers of Scotland in connection with the Application for the First Ranking Standard Security and Overage Standard Security.

**5. Registration – Companies House**

**We UNDERTAKE**

to submit completed and signed Forms MR01 on behalf of the Purchaser in respect of the First Ranking Standard Security and the Overage Standard Security to Companies House together with the registration fees in connection with same within 21 days of the acknowledgement of receipt of the Application for the First Ranking Standard Security and the Overage Standard Security.

**6. Deeds and Title Documents**

**We UNDERTAKE:**

following completion of the Application for the Disposition and the First Ranking Standard Security and Overage Standard Security to provide you with a copy of the updated title sheet for the Property within 10 Business Days of receipt by us.

**7. Discharge of undertaking**

This letter of undertaking will cease to be effective on the earlier of the date when it is implemented in full.

Yours faithfully

Member for and on behalf of  
Raeburn Christie Clark & Wallace LLP

.....Witness  
Solicitor, 12-16 Albyn Place, Aberdeen





File Ref. C03 CLAN House/CK  
Contact Catriona Kelly  
Email ckelly@aberdeencity.gov.uk  
Direct Dial 01224 522705



Raeburn Christie Clark & Wallace  
12-16 Albyn Place  
Aberdeen  
AB10 1PS

FAO Craig Veitch

9<sup>th</sup> March 2022

Legal Services  
Governance  
Aberdeen City Council  
Business Hub 6 L1S  
Marischal College  
Broad Street  
Aberdeen AB10 1AB

Dear Sirs

CLAN House, 120 Westburn Road, Aberdeen AB25 2QA  
CLAN Cancer Support

On behalf of and as authorised by Aberdeen City Council, a Local Authority incorporated under the Local Government etc. (Scotland) Act 1994, and having its principal office at Town House, Broad Street, Aberdeen, ("the Seller"), I hereby accept the conditions contained in your letter dated 7<sup>th</sup> March 2022, being an Offer on behalf of your client, CLAN Cancer Support ("the Purchaser") to purchase ALL and WHOLE the subjects at 120 Westburn Road, Aberdeen, AB25 2QA, extending to 0.467 hectares or thereby and shown edged red on the Plan attached to the said Offer, Together with (i) the whole buildings and erections on it known as and forming CLAN House, 120 Westburn Road, aforesaid, (ii) the whole fixtures and fittings in and on it, and (iii) the whole rights, parts, privileges and pertinents and together also with a heritable and irredeemable servitude right of pedestrian and vehicular access and egress to and from the said subjects over the Access Road ("the Property") being the property more particularly described in the Disposition attached to the Offer, and therefore hold the bargain between us as being concluded.

Yours faithfully,

*Sharon Mary Wares*

Signature of Proper Officer for and on behalf of the Seller

SHARON MARY WARES

*Catrina Mc Kelly (witness)*  
MARISCHAL COLLEGE, BROAD STREET,  
ABERDEEN

Aberdeen City Council,  
Marischal College,  
Broad Street,  
Aberdeen,  
AB10 1AB

Did you know you  
can access our  
services online at  
[aberdeencity.gov.uk](http://aberdeencity.gov.uk)

CLAN