



Registration of a Charge

Company name: **WESTPOINT DEVELOPMENTS (SCOTLAND) LTD.**

Company number: **SC188997**



XA0ZXK0X

Received for Electronic Filing: **25/03/2021**

Details of Charge

Date of creation: **23/03/2021**

Charge code: **SC18 8997 0045**

Persons entitled: **CLOSE BROTHERS LIMITED**

Brief description: **ALL AND WHOLE THE AREA OF GROUND AT DOONFOOT, AYR
FORMING PART AND PORTION OF TITLE NUMBER AYR100364**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **EMMA FRIZZLE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 188997

Charge code: SC18 8997 0045

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd March 2021 and created by WESTPOINT DEVELOPMENTS (SCOTLAND) LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2021 .

Given at Companies House, Edinburgh on 25th March 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Glasgow

Date:

18/3/2021

Certified true copy

Solicitor Glasgow



(1) WESTPOINT DEVELOPMENTS (SCOTLAND) LIMITED

and

(2) CLOSE BROTHERS LIMITED

STANDARD SECURITY – AREA OF GROUND AT DOONFOOT, AYR

DWF LLP
110 Queen Street
Glasgow
G1 3HD

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY THE CUSTOMER. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

Bank:	Close Brothers Limited, incorporated under the Companies Acts with Registered Number 00195626 and having its Registered Office at 10 Crown Place, London, EC2A 4FT.
Certificate:	A certificate by an official or manager of the Bank
Charged Assets:	The Property and the Goodwill
Consent:	The prior written consent of the Bank which consent, if granted, may be so granted subject to such conditions as the Bank may see fit to impose
Customer:	Westpoint Developments (Scotland) Limited, incorporated under the Companies Acts with Registered Number SC188997 and having their Registered Office at 3 Arthur Street, Clarkston, Glasgow G76 8BQ.
Expenses:	All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Property or the Indebtedness or in entering into the Standard Security or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with interest from the date on which they are incurred
Goodwill:	The present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Customer upon all or any part of, or in connection with, the Property
Indebtedness:	All sums of principal, interest and Expenses which are now and which may at any time or in any currency become due to the Bank by the Customer whether alone or jointly with another person and whether as principal or cautioner

Insurance Proceeds: All rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security
Interest: Interest at the rate charged to the Customer by the Bank from time to time
Lease: Any lease of the Property or any part of the Property, under which the Customer is the landlord, either existing at the date of subscription of the Standard Security or subsequently granted with the consent of the Bank
Moveables: Furniture, goods, equipment or other moveable property
Property: ALL and WHOLE the area of ground at Doonfoot, Ayr shown outlined red on the plan annexed and executed as relative hereto, which subjects form part and portion of the subjects registered in the Land Register of Scotland under Title Number AYR100364
Standard Conditions: The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being
Standard Security: This standard security

1 Interpretation

In the Standard Security

- 1.1 references to a numbered Clause without further amplification are references to the Clause so numbered,
- 1.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 1.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,

- 1.4 the expression "Bank" includes its successors and assignees, and
- 1.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.

2 Customer's Undertaking

The Customer undertakes to pay to the Bank on demand the indebtedness.

3 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness, the Customer grants a standard security in favour of the Bank over the Charged Assets.

4 Application of Standard Conditions

The Standard Conditions shall apply as varied in accordance with Clause 5.

5 Variation of Standard Conditions

The Standard Conditions shall be varied as follows:

5.1 Insurance Cover

The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

5.2 Endorsement of Insurance Policy

All policies of insurance affording cover in respect of the Property shall be disclosed to the Bank by the Customer in order that they may be written or endorsed for the interest of the Bank and the Customer as the Bank may require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

5.3 Assignment of Insurance Proceeds

The Customer assigns its whole right, title and interest in and to the Insurance Proceeds to the Bank.

5.4 Application of Insurance Proceeds

All monies becoming payable under the policies of insurance referred to in Clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Bank so requires, in or towards the discharge of the Indebtedness.

5.5 Restrictions on Dealings with the Property

The Customer shall not:

- 5.5.1 create or agree to create a subsequent security over the Charged Assets or any part of them or convey or otherwise transfer the Charged Assets or any part of them, or
- 5.5.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it, or
- 5.5.3 make an application for an improvement grant or other grant in respect of the Property or any part of it, or
- 5.5.4 create or agree to create any servitude or real burden over the Property or any part of it

without, in each case, obtaining Consent.

5.6 Restrictions on Dealings with Lease

In relation to a Lease, the Customer shall:

- 5.6.1 observe and perform the landlord's obligations at all times,
- 5.6.2 enforce the performance and observance of the tenant's obligations at all times,
- 5.6.3 not vary the Lease, whether by formal or informal writing, personal waiver, back letter, acquiescence or otherwise without obtaining Consent,
- 5.6.4 not waive or release, nor agree to waive or release, any obligations incumbent on the tenant under the Lease,
- 5.6.5 timeously and efficiently implement any provisions in the Lease for the review of rent unless such review is likely to lead to a reduction in the rent payable under the Lease;

- 5.6.6 not agree, and shall not by default be deemed to have agreed, any rent reviews under the Lease without obtaining Consent,
- 5.6.7 not assign or create a security interest over or otherwise deal with the rent payable under the Lease,
- 5.6.8 not grant nor agree to grant any consent to (1) an assignation of the tenant's interest under the Lease nor (2) a sub-letting of the Property or any part of it without obtaining Consent,
- 5.6.9 not irritate nor exercise any right to terminate the Lease without obtaining Consent,
- 5.6.10 not accept a surrender of the tenant's interest under the Lease without obtaining Consent, and
- 5.6.11 from time to time, on demand, supply to the Bank such information in relation to the matters specified in Clause 5.6 as the Bank shall require.

5.7 Moveables

If the Bank shall enter into possession of the Property the Bank shall be entitled at the expense and risk of the Customer to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Bank entering into possession; the Bank shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Bank shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Bank in connection with the sale.

6 Declarations

6.1 Breach of Obligations

If there shall be any breach of the obligations contained or referred to in the Standard Security the Bank shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Customer, to withhold further banking facilities from the Customer and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Bank by the Customer or otherwise bearing to be payable by the Bank to the Customer's order.

6.2 Notice of Subsequent Charge

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Property the Bank may open a new account or accounts in the name of

the Customer and, if or in so far as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Customer to the Bank shall, notwithstanding any instructions by the Customer to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Customer to the Bank at the time when it received the notice.

6.3 Certificate

The sums due by the Customer to the Bank shall be conclusively ascertained by a Certificate.

6.4 Arrangements with Others

The Bank may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Customer to the Bank under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

6.5 Preservation of Bank's Claims Against Others

If the Customer is liable under the Standard Security for the debts of another person then:

- 6.5.1 the Customer shall not in competition with or in priority to the Bank make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Bank in full,
- 6.5.2 the liability of the Customer under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable, and
- 6.5.3 the Bank may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payment of such debts, the Bank may appropriate them towards such part or parts of the debts as it thinks fit.

7 Warrandice

The Customer grants warrandice.

8 Registration

The Customer consents to registration of the Standard Security and each and every Certificate for execution.

9 Testing Clause

This document and the plan annexed are executed as follows:

For the Customer

[Redacted signature block]

~~director/secretary/authorised signatory/witness~~

[Redacted signature block]

signature of

~~director/secretary/authorised signatory~~

DAVID MAWHINNEY

full name of above (print)

[Redacted address block]

address of witness

Ian Rieby

full name of above (print)

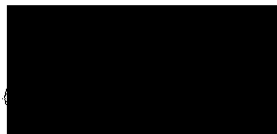
11 MARCH 2021

date of signing

GLASGOW

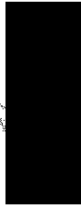
place of signing

PLAN



This is the plan referred to in the foregoing Standard Statement of Working Requirements (2) and (3) and is intended to be a plan of the proposed development.

EDEN
ARCHITECTURE & PLANNING



Area outlined in red is approx 1.8319 hectares
or thereby

Title Plan

20-0495/TP/02

C

NORTH



DESIGN