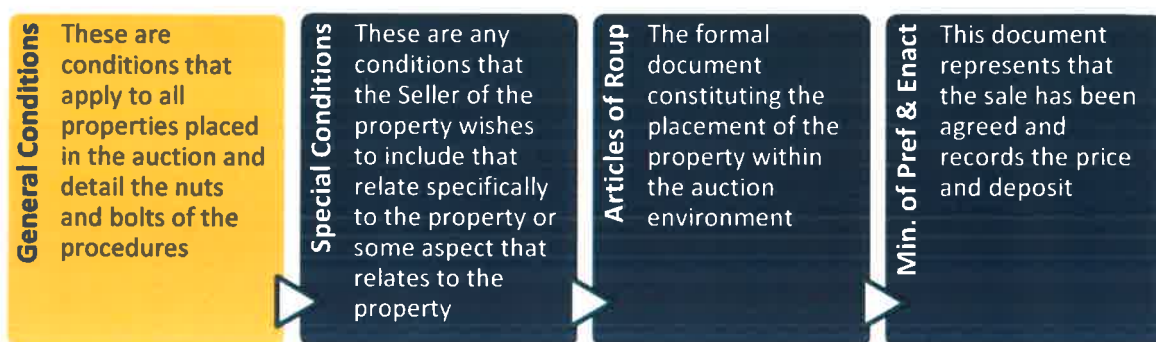


These are the General Conditions referred to in the Articles of Roup



Understanding these documents: an auction is a special form of property acquisition. It is important that you are aware of the contractual arrangements before you commit yourself. If you are new to purchasing at an auction or in any doubt, whatsoever, about your obligations you should consult a solicitor

What comprises the contractual arrangements?



The area above the following line does not comprise part of this document

General Conditions

Special capitalised words are used throughout this document, and, unless the context suggests otherwise the word is defined on its first use. These conditions ("General Conditions") apply to the sale of each of the properties placed in the auction ("Lot") subject to any variation or addition referred to in the special conditions of sale relating to the Lot ("Special Conditions") which shall have precedence over these General Conditions in case of any conflict.

1. The owner of, or person authorised to deal with, the Lot ("Seller") reserves to itself the following rights:-
 - a. to withdraw the Lot from the auction;
 - b. the right to sell by private bargain the whole or any part of the Lot before the auction and that without disclosing the reserve price or giving any reason;
 - c. to consolidate two or more lots into one Lot and;
 - d. the right to bid by itself or by the Auctioneer up to the reserve price.
2. Unless otherwise stated, there will be an undisclosed reserve price.
3. The Auctioneer retains the right to regulate the bidding and refuse any bid or bids without assigning any reason therefor in his sole and absolute discretion. All bidders are required to register their details and provide proof of identity and any other regulatory requirements as detailed by the Auctioneer to obtain a bidder's number prior to bidding. In the event of competition, each offer after the first shall exceed the immediately preceding offer by such sum as may be prescribed by the Auctioneer. The Auctioneer retains the right to divide and sell the Lot in separate lots if the Lot is unsold, or sell a group of

individual lots as one lot. All bids are to be made clearly. The person offering the reserve price or, if there be more offers than one, above the reserve price, the highest bidder, shall be the successful bidder ("Purchaser") and such bid shall be the price payable by the Purchaser to the Seller for the Lot ("Price"). On the fall of the Auctioneer's hammer on his successful bid, the Purchaser must provide the Auctioneer with their allocated bidding number and in default the Auctioneer shall be entitled to re-submit the Lot for sale. The Purchaser shall then immediately pay the deposit in the manner prescribed by the Auctioneer. After paying the necessary deposit the Purchaser shall then immediately complete and sign the Minute of Preference and Enactment, the date of which shall be the date of the auction, and shall become bound and obliged for the sum offered by the Purchaser. If the successful bidder acted as an agent he must give details of his principal at the time of completing and signing the Minute of Preference and Enactment. In default the Auctioneer will be entitled to re-submit the Lot for sale or allocate a representative to sign the contract as offeror for the Purchaser and principal. A bid which does not reach the reserve price at the time of auction may be held provisionally by the Auctioneer and submitted to the Seller of the Lot to be accepted or rejected. The bidder is held liable to their provisional bid price for 7 working days after the auction date. If the Auctioneer does not return an answer to the bidder within this time then the bidder is not required to stand on their provisional bid. If the provisional bid is accepted then the bidder shall be the Purchaser and is required to proceed under auction terms immediately upon notification.

- 3a. If bidding for an online only auction: you must register to bid prior to auction upload your ID and pay the allocated deposit which will have a hold placed on it and taken from

the successful bidder only. Any unsuccessful bidder's funds will be released after the auction. The 60 second rule will apply as opposed to the 'fall of the auctioneer's hammer'. '60 Second Rule' means the rule which stipulates that any person who bids online within the last 60 seconds of a specific lot closing time will instigate the automatic extension of the lot closing time by an additional 60 seconds and so on for any subsequent bids until a winning bid is achieved on the fall of the virtual hammer.

4. The Judge of the Roup shall be the Auctioneer named in any Minute of Preference and Enactment and shall have power to determine whatever questions or differences may occur at the Auction between Seller and a bidder or among the bidders themselves in relation to the foresaid Auction, to prefer the highest bidder and also to adjourn the Auction from time to time.
5. Where the sale of a Lot is agreed pre or post auction then the payment of the deposit shall bind the person purchasing the Lot as the Purchaser to these General Conditions and the Special Conditions and the Purchaser will proceed as if the Lot had been purchased at the auction. The Auctioneer reserves the right to modify the specified Date of Entry in the auction contract.
6. Where a deposit payment is made by telephone or proxy form there shall be no cooling off period allowed. In default of the Purchaser signing the contract the Auctioneer will be entitled to allocate a representative to sign the contract as offeror for the Purchaser and principal.
7. If the Purchaser is a Limited Company then:-
 - a. The contract to purchase the Lot shall be deemed to be entered into at the request of the person bidding at the Auction ("Guarantor")
 - b. The Guarantor warrants that the Purchaser is a properly constituted Limited Company of good standing and empowered to purchase any estate or interest in land in the United Kingdom and that the Guarantor has been duly authorised by the Purchaser to bind the Purchaser to purchase the Lot.
 - c. The Guarantor guarantees to the Seller (as witnessed by the signature of the Guarantor on the Minute of Preference and Enactment which the Guarantor shall be deemed to sign as agent for the Purchaser and as the Guarantor of the Purchaser) as follows:
 - i. That the Guarantor shall within five working days of any request therefor provide to the Seller's solicitors such evidence as they may reasonably require to verify the warranties given by the Guarantor under clause 7.b.
 - ii. That the Purchaser will observe and perform its obligations under this contract to purchase the Lot and the Guarantor will pay and make good to and keep the Seller indemnified in respect of all losses, actions, costs, expenses and damages of the Seller arising by virtue of any breach by the Purchaser of such obligations and the Guarantor's liabilities to the Seller hereunder shall not be released by any neglect or forbearance on the part of the Seller in enforcing or giving time to the Purchaser for the performance of the Purchaser's contract to purchase the Lot and
 - iii. That if any liquidator of the Purchaser shall disclaim this contract to purchase the Lot then the Seller may within 28 days from the date of such disclaimer give the Guarantor fourteen days written notice requiring the Guarantor to accept such disposition of the subjects contained in the Lot upon the same terms as the General Conditions and Special Conditions (as if any such liquidator had not disclaimed the same) save that time shall be of the essence for the purpose of the date for completion which shall be on or before

the expiry of such fourteen days' notice and the Guarantor shall (in addition to the payment of all sums due from the Purchaser to the Seller under this contract) pay to the Seller any interest which should have been payable to the Seller by the Purchaser but for such disclaimer.

8. A deposit of 10% of the purchase price (subject to a minimum of £3,000) shall be paid by the successful bidder or the Purchaser contemporaneously with the execution of Minute of enactment and Preference to the Auctioneer as agents for the Seller, and after the completion and subscription of the Minute of Preference and Enactment. Payment of the deposit must be made by cleared funds in such manner as the Auctioneer, in their sole discretion, specify. In addition to the deposit, the Purchaser will be required to pay an auction fee of 3.6% of the purchase price subject to a minimum of £3600 inclusive of VAT (the "Auction Fee"). This fee is chargeable at the discretion of the Auctioneer. If the Purchaser fails to pay the deposit, the Auctioneer may re-sell the Lot or require the bidder immediately preceding to the Purchaser to complete the purchase at his last offer without prejudice to the Seller's right to claim damages against the Purchaser for his failure. If a cheque given for the payment of the deposit is dishonoured on presentation or if the Purchaser fails to pay such deposit immediately after subscription of the Minute of Preference and Enactment, the Seller will be entitled to treat this as breach of contract by the Purchaser and will be entitled, but not bound, to rescind the contract and re-sell the Lot. Without prejudice to this the Seller may still claim damages for breach of contract against the Purchaser. The Auctioneer reserves the right to hold the Minute of Preference and Enactment until clear funds have been secured from the Purchaser.
9. The date ("Date of Entry"), when the balance of the Price is payable, shall take place on the date specified in the Special Conditions or, if not specified, twenty eight days after the date of the auction or such earlier date as may be mutually agreed between Seller and the Purchaser. The Price will be exclusive of VAT. Should VAT be chargeable on the Lot, the Seller reserves its right to charge VAT in addition to the Price, in exchange for a valid VAT invoice. If the balance of the Price has not been paid in full by 3pm on the Date of Entry the Seller's solicitors shall be entitled to refuse to settle the transaction on that day or, as a condition of completing after 3pm on that day, to require that the next working day shall be deemed to be the Date of Entry for the purpose of calculating interest on the balance of the Price payable, and apportioning incomings and outgoings. Payment of the balance of the Price in full by 3pm on the Date of Entry is of the essence of the contract. In the event of the balance of the Price or any part thereof remaining outstanding as at the Date of Entry, then notwithstanding consignment or the fact that entry has not been taken by the Purchaser, the Purchaser shall be deemed to be in material breach of contract and further, interest will accrue, on the balance of the Price, in favour of the Seller at the rate of five per cent per annum above the Royal Bank of Scotland plc base lending rate governing from time to time until full payment of the balance of the Price (including the interest accrued) is made or, in the event of the Seller exercising his option to rescind the contract, until such time as the Seller shall have completed re-sale of the Lot and received the re-sale price and further interest shall run on any shortfall between the balance of the Price and the re-sale price until such time as the shortfall shall have been paid to the Seller by the Purchaser. If the balance of the Price, with interest as aforesaid, is not paid in full by the date seven days after the Date of Entry the Seller will be entitled to treat the Purchaser as being in material breach of contract and will be entitled to rescind the contract without liability upon

giving prior written notice to that effect to the Purchaser and, in such circumstances, the Purchaser's deposit will be held to be forfeit to the Seller, without prejudice to the Seller's right to claim damages for all loss, damage and expense suffered as a result of the breach of contract by the Purchaser, so far as such loss exceeds the deposit forfeited by the Purchaser, including interest on the balance of the Price calculated as set out in this clause. The Auctioneer's agreed sales commission is still due and payable by the Seller, in the event that a Purchaser is held or is treated as in breach of contract. For the purpose of computation, the interest element of any claim by the Seller shall be deemed to be a liquidate penalty provision eligible notwithstanding the exercise by the Seller of his option to rescind the contract for non-payment of the price or any repudiation of the contract by the Purchaser. If for any reason the Seller is unable to complete the sale of the Lot then all deposit monies will be returned to the Purchaser. The Purchaser agrees that the Auctioneer and Seller will not be held liable for any expenses, loss of possible income incurred by the Purchaser in this instance or any liability whatsoever. Where a Seller decides to not or otherwise is unable to complete the sale of a property the deposit and auction fee paid by the Purchaser will be refunded to the Purchaser. The commission fee / any other fee as agreed with the Seller will still be payable to the auctioneer. The Seller will also be liable for the auction fee of 3.6% (or a minimum of £3600 inclusive of VAT). If there is a delay regarding the completion or the Seller's ability to complete the sale then the date of entry may be extended at the sole discretion of the Seller and Purchasers must accept the new date of entry.

10. The risk of damage or destruction of the Lot will pass to the Purchaser on the date of subscription of the Minute of Preference and Enactment by or on behalf of the Purchaser and the Purchaser shall make his own arrangements for insurance of the Lot with effect from that time. The Seller will be under no liability in respect of any damage to or destruction of the Lot from whatever cause as from this time. The Purchaser will be bound to proceed with the purchase of the Lot notwithstanding damage to or destruction of the Lot from whatever cause.
11. The Purchaser will be entitled to any rents of the Lot purchased by him from and after the date of payment of the Price in full. All apportionments as between the Seller and the Purchaser of rent or other receipts or outgoings shall be made as at the Date of Entry on a day/year basis on the assumption of a 365 day year.
12. The Purchaser shall be deemed to have made all necessary enquiries in connection with the planning position, the status of roads, footpaths, and main drains and generally all such other matters as are normally covered by Land Register/ Sasine Searches, Property Enquiry Certificates, Coal Reports, Searches in the personal registers, charges registers and registers of insolvencies and the Seller will not be required to produce any such certificates or Searches. The Purchaser is deemed to have placed no reliance whatsoever on:
 - a. any sales evidence or lettings evidence which appears in the catalogue or websites, and the Purchaser shall be deemed to have made his own enquiries with regards to sales evidence and letting potential of the Lot;
 - b. any comments made either verbally or in the catalogue or on websites, with respect to; descriptions or location, accommodation details or descriptions or statements, any rental guarantees, any sales evidence whatsoever, any lettings evidence whatsoever, any prospective development potential of the Lot or any related property which may be stated whatsoever, or anything which appears on the descriptive page or

website relating to the Lot whatsoever, or has been verbally said to the Purchaser or prospective purchasers.

13. The Lot is exposed for sale as it exists, tantum et tale and not according to any advertisement thereof, nor this catalogue, nor any information of any nature whatsoever that may be communicated to the Purchaser at or before the date of Auction. No warranty or representation is given by the Seller or the Auctioneer:
 - a. that the present use of the Lot is a permitted use under the Town and Country Planning (Scotland) Acts;
 - b. as to the state or condition of the Lot or any part of it;
 - c. as to whether the Lot is subject to any schemes, resolutions, development orders, improvement notices or other proposals under the Housing Acts or other legislation or regulations of whatever kind;
 - d. as to descriptions, extents, boundaries, advertisements, accommodation, rentals, rateable value, Council Tax, , leases, burdens, servitudes, rights of way or wayleaves, whether formally constituted or not, building warrants, building warrant plans, certificates of completion, planning permissions, superior consents, planning or any orders, regulations or notices made by or issued by an authority, or any particulars, plans, documents or information given by the Seller or his agents;
 - e. as to whether the Lot is affected by rights and interests of statutory undertakers including rights and interests relating to electricity sub-stations, generators and gas governors and that irrespective of whether such rights and interests are held under lease, title, missives or otherwise nor as to the extent to which the Lot is subject to or has the benefit or any leases and other rights of possession and occupancy or other third party interests; or
 - f. that upon registration of the Disposition or Assignment in favour of the Purchaser a Land Certificate in favour of the Purchaser or any derivative interest from the Purchaser shall be granted without exclusion or limitation of warranty or any relevant note by the Keeper of the Registers of Scotland.
 - g. All statements made in Particulars of Sale are made without responsibility on the part of the Auctioneers or Seller and are statements of opinions and are not to be taken as or implying a statement or representation of fact. Any Purchaser shall be deemed to have satisfied himself by inspection or otherwise as to the correctness of each statement contained in the Particulars. Neither the Seller nor Auctioneers make or give any representation or warranty in relation to any aspect of the Lot nor have the Auctioneers or any person in the employment of the Auctioneers any authority to do so in the Sellers behalf. The Purchaser acknowledges that he does not place and has not placed any reliance whatsoever on any statements or representations, in writing or otherwise, made, or alleged to have been made by or on behalf of a Seller or the Auctioneers.
14. The Purchaser accepts the title to the Lot as it stands and the Purchaser will be taken bound to have satisfied himself as to the validity and sufficiency of the title and the Seller's right to the Lot and his ability to sell same. Without prejudice to the foregoing or to any other clause within the General Conditions or Special Conditions, the Purchaser will be bound to accept the title subject to such burdens, conditions, rights of pre-emption, rights of redemption and restrictions on use encumbrances as set out in Section 9 of the Land Registration etc. (Scotland) Act 2012 (the "2012 Act") (whether specified or referred to in the title or not) and Caveats as defined in Part 6 of the 2012 Act) which may be imposed or contained in the title or otherwise affect the Lot, and will be bound to comply therewith or

obtain any necessary Waiver thereof all at his own expense. The minerals will be conveyed only in so far as the Seller has right thereto. The Lot will be sold under burden of any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, under, through or across the Lot. The Purchaser will free and relieve the Seller of all obligations incumbent upon the Seller to construct, uphold or maintain any items of common property and any fences, walls, drains, ditches, water supplies or other works with connection to the Lot. If the title to a Lot is not registered at The Land Register of Scotland or in Sasine Registers, it will be deduced in accordance with the Special Conditions. Any plan which the Purchaser may wish to incorporate in his title to the Lot or annex to the Disposition in his favour, or which may be required by the Keeper of the Land Register shall be prepared at the sole expense of the Purchaser and shall not be warranted by the Seller. The Seller's Solicitors will be under no obligation to exhibit or deliver any evidence including consents, affidavits or renunciations required under or by virtue of the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004.

15. No Legal Reports or Searches in the Charges Registers or Company Files for the Seller or any predecessors in title will be exhibited nor will any letters of non-crystallisation of any floating charge be exhibited or delivered in respect of any floating charge granted by the Seller or any predecessor in title. No Plans Reports will be exhibited or delivered and no Advance Notice will be registered by the Seller's Solicitors. The Purchaser's solicitors shall be entitled to register at their own cost an Advance Notice in respect of the Disposition in favour of the Purchaser and any Standard security by the Purchaser in favour of a lender (provided that such Advance Notices are discharged immediately if requested by the Seller's Solicitors). The Seller will be responsible for the discharge of any recorded/registered Standard Securities affecting the Lot. Where any Lot is being sold by the Seller as heritable creditor in possession no discharges of the Standard Security in favour of the Seller or of any *pari passu* or postponed Standard Securities will be exhibited or delivered. No discharges of any inhibitions registered against the grantor of the said Standard Security in favour of the Seller as heritable creditor and dated after the date of registration of the said Standard Security shall be exhibited or delivered.
16. Subject to the existence of any Leases or other interests detailed in the Special Conditions, the Purchaser shall accept that vacant possession is given of the whole or any part of the Lot which is sold with vacant possession notwithstanding that there may be furniture, fittings or effects remaining therein and shall not be entitled to require the Seller to arrange for the removal of same, nor object to the taking of same, since the Seller gives no warranty as to the ownership of any moveable items situated within the Lot.
17. The Purchaser is deemed to have satisfied itself as to any lease or tenancy agreement in place and accept the terms of any such agreement for the Lot.
18. On the Date of Entry and in exchange for payment of the Price and interest thereon (if any) the Seller shall deliver to the Purchaser (i) a duly executed Disposition or Assignment of the Lot in favour of the Purchaser and under the reservations, burdens, conditions and others referred to in the title deeds of the Lot or otherwise affecting the same; and (ii) any occupancy, tenancy or lease documentation relating to the Lot. Any current lets, servitudes, rights of possession and other rights however constituted shall be excluded from the warrandice to be granted in said

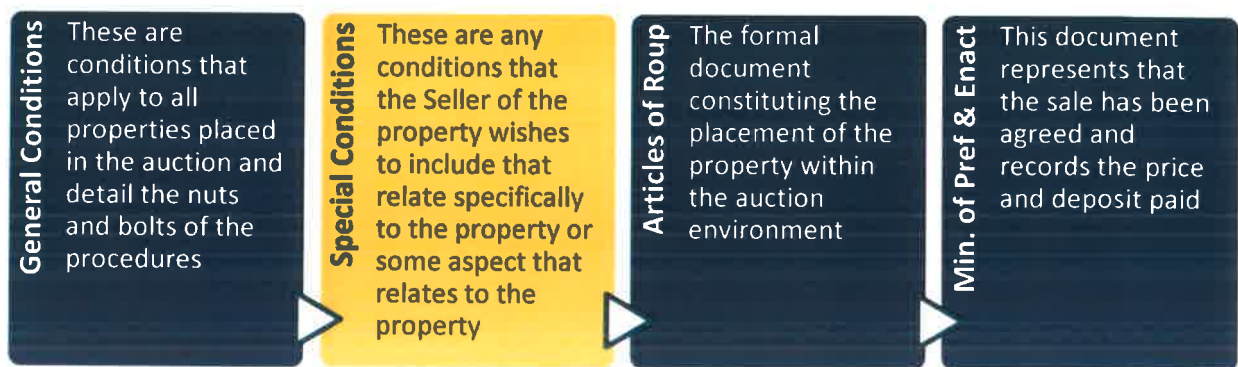
Disposition. The Seller will not be required to convey, transfer or assign the whole or any part of the Lot to any person or body other than the Purchaser or Guarantor. If the Purchaser defaults or its liquidator disclaims the contract nor shall the Seller be required to execute a Disposition or Assignment other than of the whole Lot nor at a price different from the Price

19. Notwithstanding the delivery of the Disposition or any Assignment in favour of the Purchaser, the General Conditions, the Special Conditions, the Articles of Roup and the Minute of Preference and Enactment to follow thereon will form a continuing and enforceable contract, except in so far as fully implemented thereby, but the contract shall cease to be enforceable after a period of three months after the date of delivery of the Disposition or Assignment. Should any documents be incorrectly executed and there be a discrepancy or disagreement on the terms, prices and parties of the contract then referral will be made to the Auctioneer's auction notes and any applicable evidence. Failure of a Seller to produce a home report or EPC when required does not constitute breach of contract on behalf of the Seller.
20. The Law of Scotland shall apply to the interpretation of the General Conditions, the Special Conditions the Minute of Preference and Enactment, and the Articles of Roup. The Seller and the Purchaser, by subscription of the relevant Minute of Preference and Enactment, accept the exclusive jurisdiction of the Courts in Scotland.
21. If so requested by the Auctioneer the Special Conditions, the Articles of Roup and the Minute of Preference and Enactment shall be electronically executed in terms of Part 10 of the Land Registration Etc. (Scotland) Act 2012.



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What comprises the contractual arrangements?



The area above the following line does not comprise part of this document

Special Conditions

In this document the following expressions shall have the meanings set respectively opposite to them:

| Expression | Meaning |
|--------------|---|
| Seller | Graham Warnock |
| Lot Address: | RE: 291 Greengairs Road, Greengairs, Airdrie, ML6 7TE |
| Conditions | The Date of Entry will be 28 days from the date of sal. |
| Auction Date | Click here to enter text. |

The Conditions shall refer to the placement of the Lot within the auction of properties including the Lot and shall be deemed to apply to any sale of the Lot.

IN WITNESS WHEREOF these presents are subscribed by the Sellers Solicitors as follows

at Glasgow

on the Twenty fifth day of June in the year Two thousand and twenty five

in the presence of this Witness

Witness Signature

Name

Address

Occupation



Lynn Clark

144 St Vincent Street

Glasgow G2 5LQ

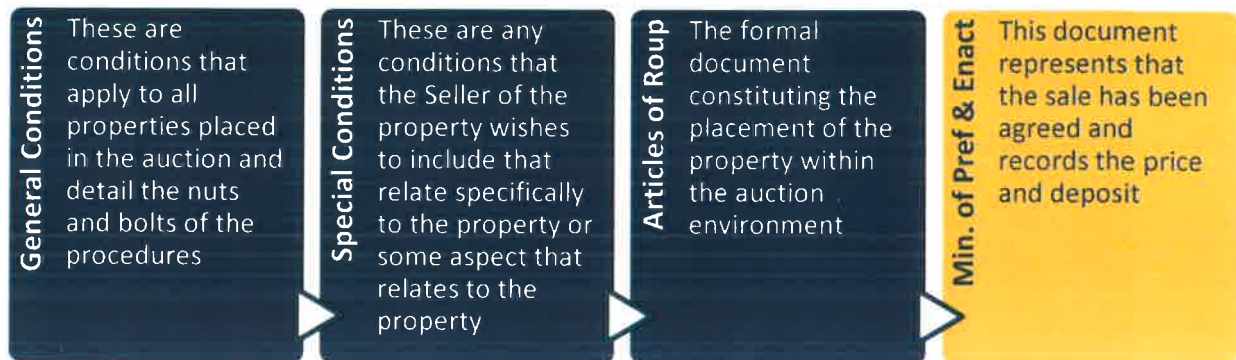
Paralegal





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What comprises the contractual arrangements?



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Minute of Preference and Enactment

In this document the following expressions shall have the meanings set respectively opposite to them or as ascribed in the Articles of Roup:

| Expression | Meaning |
|------------------|--|
| Purchaser | |
| Lot Address | RE: 291 Greengairs Road, Greengairs, Airdrie, ML6 7TE |
| Auction Date | |
| Auction Location | Live stream |
| Lot Number | |
| Price | |
| Auctioneer | Ross Harper Property Auctions Limited Trading As Auction House Scotland Building 3, 42-46 Munro Place, Anniesland Glasgow G13 2UP Company No. SC434931 |
| Articles of Roup | Those Articles attached to this Minute |
| Principal | |
| Bound Person | The Purchaser, except where the expression Principal has details ascribed to it in |

In the presence of the Auctioneer who is the Judge of the Roup and sundry other persons assembled at the Auction Location the Lot was exposed to sale in terms of the Articles of Roup when the Purchaser appeared and offered the Price and he being the only or highest offeror and having declared that he made the said offer for the Lot on behalf of the Bound Person, the Judge of Roup preferred and hereby prefers the Bound Person to purchase at the Price and the Bound Person and his executors and successors are bound to implement and fulfil the Articles of Roup and this Minute in so far as incumbent on the Bound Person:

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed by the Auctioneer as follows:-

at _____

on the _____ day of _____ in the year Two thousand
and _____

in the presence of this Witness

Witness Signature _____

Name _____

Address _____

Occupation _____

Auctioneer

these presents are executed by the Purchaser as follows:-

at _____

on the _____ day of _____ in the year Two thousand
and _____

in the presence of this Witness

Witness Signature _____

Name _____

Address _____

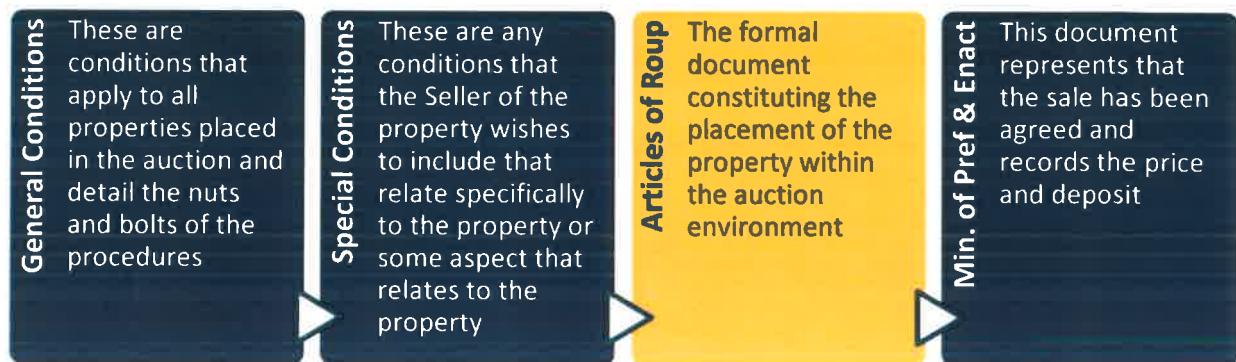
Occupation _____

Purchaser



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What comprises the contractual arrangements?



The area above the following line does not comprise part of this document

Articles of Roup

In this document the following expressions shall have the meanings set respectively opposite to them

| Expression | Meaning |
|------------------|---|
| Seller | Graham Warnock |
| Lot Address | 291 Greengairs Road, Greengairs, Airdrie, ML6 7TE |
| Auction Date | Click here to enter text. |
| Auction Location | Live stream |
| Lot Number | |
| Auctioneers | Ross Harper Property Auctions Limited Trading As Auction House Scotland Building 3, 42-46 Munro Place, Anniesland Glasgow G13 2UP Company No. SC434931 |

| | |
|---------------------------|---|
| Sellers Solicitors | McKee Campbell Morrison The Hatrack, 144 St Vincent Street, Glasgow G2 5LQ |
| Conditions | The General Conditions of Sale, Special Conditions of Sale available on the Auctioneers Website copies of which are attached and signed as relative to these Articles |

The terms defined in the Conditions shall apply to these Articles of Roup so far as not inconsistent with the terms of these Articles of Roup.

These Articles of Roup apply to the Lot Number comprising the Lot which is to be exposed for sale by public roup by the Seller and that within the Auction Location on the Auction Date or at such other place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions or such other conditions as may be inserted in any Minute to be annexed or follow upon these Articles:-

- It is expressly declared and accepted by any person bidding at the said public roup that the Conditions shall apply to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail.
- The date of entry shall be the Completion Date or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition in his favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds.

- The solicitors acting for the Seller are the Sellers Solicitors.
- The auctioneers are the Auctioneers.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are subscribed by the Sellers Solicitors as follows

at Glasgow

on the Twenty fifth day of June in the year Two thousand and twenty five

in the presence of this Witness

Witness Signature



Name

Lynn Clark

Address

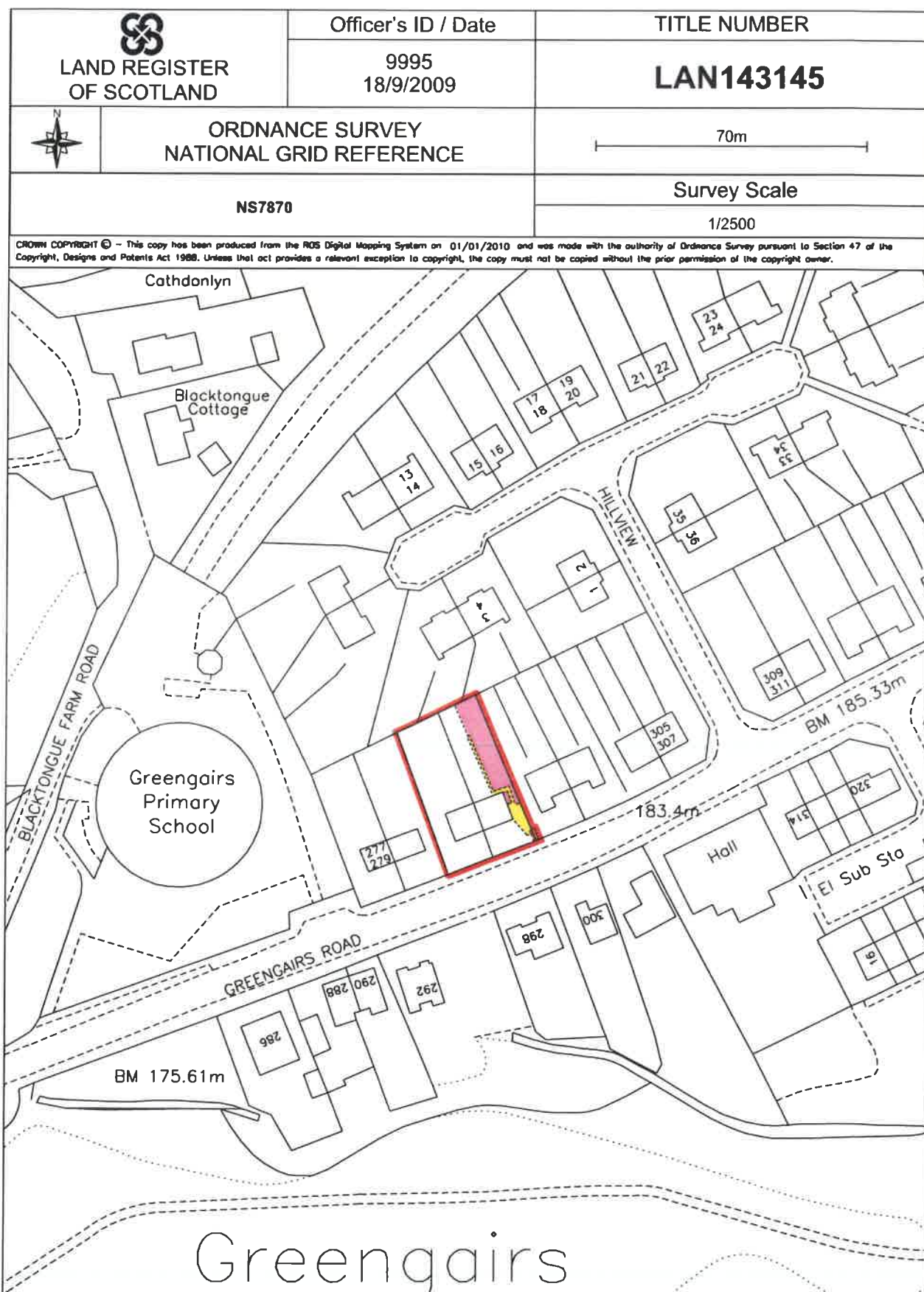
144 St Vincent Street

Glasgow G2 5LQ

Occupation

Paralegal







Title Information: LAN143145

Search summary

| | |
|---------------------|----------------------|
| Date/Time of search | 25 Jun 2025 12:07:09 |
| Transaction numbers | SCO-21456814 |
| User reference | Not provided |

Section A

Property

LAN143145

| | |
|------------------------------------|--|
| Date of first registration | 17 Mar 2000 |
| Date title sheet updated to | 13 Nov 2006 |
| Hectarage Code | 0 |
| Interest | PROPRIETOR |
| Map Reference | NS 7870 |
| Title Number | LAN143145 |
| Cadastral Unit | LAN143145 |
| Sasine Search | 81 part of 469 s of s |
| Property address | 291 GREENGAIRS ROAD, GREENGAIRS, AIRDRIE ML6 7TE |
| Description | <p>Subjects 291 GREENGAIRS ROAD, GREENGAIRS, AIRDRIE ML6 7TE within the land edged red on the Title Plan being the right hand or eastmost flatted dwellinghouse on the first floor of the block 285, 287, 289 and 291 Greengairs Road, with the garden ground and entrance steps tinted pink on the said Plan; together with a right in common with the proprietors of the other three houses in the block of four houses in and to, so far as common and mutual, (First) the roof, roof space and solum of the said dwellinghouse in this Title and of the said other three houses; (Second) the mutual division walls and chimney heads, but not the chimney cans which shall be the property of the party using same; (Third) the soil and common water supply pipes and waste pipes, gas pipes, electric main cables and others, and as the same are used in common for the said dwellinghouse in this Title and the said other three houses; (Fourth) the whole other rights common and mutual to the said dwellinghouse in this Title and the said other three houses; and (Fifth) a right of access to the said common or mutual parts for the purposes of cleaning, inspecting, repairing and maintaining the same and for all other necessary purposes; together also with (1) a right in common with the proprietor of the dwellinghouse 289 Greengairs Road in and to so far as common and mutual to the said dwellinghouse in this Title and the said dwellinghouse 289 Greengairs Road the common footpath tinted yellow on the said plan with a right of access and egress in common with the proprietor of 289 Greengairs Road over and through the said common path; and (2) a right in common with the proprietors of the dwellinghouses 289, 293 and 295 Greengairs Road in and to so far as common and mutual to the said dwellinghouse in this Title and the said dwellinghouses the common path tinted brown on the said Plan, with a right of access and egress in common with the proprietors of 289, 293 and 295 Greengairs Roads over and through the said common path.</p> |
| Notes | <p>1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 and the Feu Disposition in Entry 2 of the Burdens Section.</p> |

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Section B
Proprietorship

LAN143145

GRAHAM KEITH WARNOCK 63a, Deepcut Bridge Road, Camberley, Surrey.

| | |
|----------------------|---|
| Entry number | 1 |
| Date of registration | 13 Nov 2006 |
| Date of Entry | 18 Oct 2006 |
| Consideration | £50000 |
| Notes | <div>1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.</div> <div>2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.</div> |

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Section C
Securities

LAN143145

| | |
|----------------------|---|
| Entry number | 1 |
| Specification | Standard Security by said GRAHAM KEITH WARNOCK to HALIFAX plc, a company incorporated under the Companies Acts, (Registered Number 2367076), Registered Office Trinity Road, Halifax, West Yorkshire HX1 2RG. |
| Date of registration | 13 Nov 2006 |

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Section D

Burdens

LAN143145

Number of Burdens: 2

Burden 1 Preamble

Feu Contract containing Feu Disposition by Trustees of David William Ramsay Carrick Buchanan (hereinafter referred to as "the First Parties") to County Council of the County of Lanark and their successors and assignees ("the Second Parties"), recorded G.R.S. (Lanark) 6 Nov. 1931, of 2 Acres of ground, of which the subjects in this Title form part, contains the following burdens:

Burden 2 Preamble

Feu Disposition by North Lanarkshire Council (hereinafter referred to as "the Superiors") to Grace Smith and her executors and assignees (who and whose successors are hereinafter referred to as "the feuar"), registered 17 Mar. 2000, of the subjects in this Title, contains the following burdens:

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Full Burdens

Burden 1

Feu Contract containing Feu Disposition by Trustees of David William Ramsay Carrick Buchanan (hereinafter referred to as "the First Parties") to County Council of the County of Lanark and their successors and assignees ("the Second Parties"), recorded G.R.S. (Lanark) 6 Nov. 1931, of 2 Acres of ground, of which the subjects in this Title form part, contains the following burdens:

Reserving always to the First Parties and their successors the whole coal, fossils, fireclay, ironstone, limestone, freestone, whinstone, common clay and sand and all other metals and minerals whatsoever lying within the said plot of ground with full power to them and their foresaids at any time and from time to time subject as hereinafter provided to win, work and carry away the same at pleasure and also to remove as much stone and other matter as may be necessary for the proper working of the said metals, minerals and others and to lower the surface or the said plot of ground, the First Parties or their foresaids paying to the Second Parties or their foresaids paying to the Second Parties or their foresaids compensation for any damage which may be occasioned to the said plot of ground or to the buildings or others thereon by, through or in consequence of such operations, as such compensation shall be ascertained by two Arbiters, one to be chosen by the First Parties or their foresaids and the other by the Second Parties or their foresaids or, in the case of differences of opinion between the said Arbiters, by an Oversman whom the said Arbiters shall choose before entering upon the reference; but, notwithstanding the above reservation of metals, minerals and others and power to win, work and carry away the same, no pits shall be sunk in the said plot of ground or erections made or workings conducted on the surface thereof; and further the First Parties agree and bind themselves and their foresaids to leave unworked in all time coming so far as not already worked out the coal in the virtuell seam within an area under and adjoining the said plot of ground on the east, north and west sides thereof equal to one half of the depth of the said seam measuring from the east north and west boundaries thereof respectively and also to leave unworked in all time coming so far as not already worked out the coal in all the other seams lying above the position of the Slateband Ironstone within an area under and adjoining the said plot of ground on the east north and west sides thereof equal to one half of the depth of each respective seam measuring from the respective houses to be erected on the said plot the sites of which are shewn on the said plan; but declaring nevertheless that the First Parties and their foresaids shall be entitled to drive such mines of communication in each of the said seams as may reasonably be necessary or desirable for the purpose of working the adjacent minerals but which

mines shall be such as in no way to affect the surface of the said plot of ground hereby disposed; And with and under videlicet:-

FIRST

The Second Parties and their foresaids shall free and relieve the First Parties and their foresaids now and in all time coming of all claims and demands competent or which may become competent to the adjoining proprietor on the East-by-north of the said plot of ground in respect of the erection or maintenance of gables, walls, railings, hedges or other fences along that boundary.

SECOND

The Second Parties shall so far as not already done forthwith enclose the said plot of ground along the said public road with a neat substantial iron fence at least three feet in height and having gates therein and along the North-by-west and West-by-South boundaries with a stob and wire fence five feet in height.

THIRD

The Second Parties and their foresaids shall, erect upon the said plot of ground private self-contained dwellinghouses not exceeding two storeys in height and containing not less than two apartments each (each of which houses shall be occupied by one family only) with suitable and substantial domestic offices behind the same; which houses shall front the said public road and shall each cost at least Two hundred pounds; The said houses shall be built of cement blocks or of brick, rough cast and shall have slated roofs. The Second Parties or their foresaids shall submit to the First Parties or their foresaids plans, specifications and Schedules of the proposed buildings which shall be approved of and sanctioned in writing by them or by their Factor for the time before the Second Parties or their foresaids shall be entitled to commence building and the said plans, specifications and schedules shall be strictly adhered to in every particular.

FOURTH No buildings or erections of any kind other than private self-contained dwellinghouses and relative domestic offices of the description foresaid, approved and sanctioned as aforesaid shall, except with the consent in writing of the First Parties, at any time be erected on the said plot of ground nor shall any additions thereto or alterations thereon be made at any time nor shall the said houses and offices or any part thereof be converted or put to any use or purpose other than as private dwellinghouses each occupied by one family only; The said plot of ground, in so far as not occupied by the said houses and offices, shall be used only as gardens or as ornamental pleasure ground.

FIFTH

The Second Parties and their foresaids shall (except in so far as the buildings may be covered against loss by fire by means of an Insurance Fund established by the Local Authority) keep each of the said houses and offices insured in the joint names of the First Parties or their foresaids and the Second Parties or their foresaids against loss or damage by fire in all time coming for the sum of Two hundred pounds at least and shall exhibit the receipts for the annual premiums thereon to the First Parties or their foresaids or their Factor when required; and, in the event of the buildings or any of them being damaged or destroyed by fire or otherwise the Second Parties and their foresaids shall forthwith rebuild, restore and reinstate the same in strict conformity with the provisions of these presents at the sight and to the satisfaction of the First Parties or their foresaids or their Factor and thereafter maintain and uphold the same in good order and repair as aftermentioned.

SIXTH

The Second Parties and their foresaids shall maintain in thoroughly good order and repair in all time coming to the satisfaction of the First Parties or their foresaids or their Factor the said houses and offices and the sewer, pavement or footpath, drain, walls, railings, hedges or other fences connected therewith, and the First Parties and their foresaids shall be entitled to enter upon the said plot of ground at all reasonable times for the purpose of inspecting the condition of the said houses and offices, drains, walls, railings, hedges and others and should the Second Parties or their foresaids fail to maintain the same as aforesaid the First Parties or their foresaids shall be entitled by their own tradesmen at all times to execute such repairs thereon as they may consider necessary and that at the expense of the Second Parties or their foresaids; and

LASTLY

The Second Parties and their foresaids shall not make use of any part of any of the said plot of ground for depositing dung or rubbish except such as may be produced thereon or such as may be necessary for the cultivation of the gardens thereon nor shall they at any time dig any sand or clay or burn bricks or make or burn lime on the said plot of ground or carry on thereon any trade or business, operation, manufactory or employment of any kind whatever.

Burden 2

Feu Disposition by North Lanarkshire Council (hereinafter referred to as "the Superiors") to Grace Smith and her executors and assignees (who and whose successors are hereinafter referred to as "the feuar"), registered 17 Mar. 2000, of the subjects in this Title, contains the following burdens:

(First) There are reserved (a) to the Superiors (i) The whole mines, metals, minerals and other substances in and under the subjects hereby disposed (other than coal or mines of coal and rights annexed thereto as defined in the Coal Act, 1938 and now vested in the National Coal Board by virtue of the Coal Industry Nationalisation Act, 1946) with full powers to the Superiors or any person authorised by them, but without entering the surface of the subjects hereby disposed, to search for, work, win and carry away the same and to do everything necessary for all or any of these purposes; declaring that in the event of the Superiors exercising any of the said reserved rights or powers they shall be bound to make payment to the feuar for all damage which may be thereby occasioned to the surface of the plot or area of ground on which the subjects hereby disposed are erected and to the said subjects hereby disposed, all as such damage shall, failing agreement, be determined by arbitration in manner after specified; (ii) One half of all mutual gables or fences and all necessary wayleaves and servitudes for common sewers, drains, pipes, mains and cables and a right of access to statutory undertakers for the purpose of laying, maintaining and renewing equipment and plant, and (b) to the Superiors and their successors in title as proprietors of adjacent subjects, a right of access over the subjects hereby disposed or any part thereof, for the purpose of inspecting, repairing, improving and maintaining adjacent subjects and for all necessary purposes; (Second) The feuar shall be bound at their own expense to maintain in good order and repair and, when necessary (owing to the condition thereof), to re-erect the dwellinghouse and others hereby disposed on the feu, such maintenance and re-erection to be all to the satisfaction of the Superiors; and the maintenance and re-erection of said dwellinghouse and others hereby disposed shall all be at the sole expense of the feuar, save and in so far as any such maintenance and/or re-erection is in respect of parts common or mutual to said dwellinghouse and others hereby disposed and the adjoining dwellinghouses in which case, in the event of the feuar having borne the expense thereof, the feuar shall be entitled to recover from the adjoining proprietors an equitable proportional share from each of said expense, or in the event of the adjoining proprietors having borne the expense thereof, the feuar shall be bound to repay them an equitable proportional share; declaring that any question between the feuar and the adjoining proprietors as to whether any such maintenance and/or re-erection (whether completed or proposed) is wholly or partly in respect of a part or parts common or mutual as aforesaid and any other question arising in respect thereof shall, failing agreement in writing between the parties concerned, be determined by arbitration in manner after specified; and the said dwellinghouse and others hereby disposed shall not be re-erected unless and until full and detailed plans and specifications thereof showing, inter alia, but without prejudice to the generality, the sites, building lines, elevations, floor plans, designs and external colour schemes of the said dwellinghouse and others hereby disposed, and the materials to be used in the construction of the same shall have been submitted to and approved by the Superiors in writing, in all respects, prior to the commencement of any building operations; and the feuar shall not make any external alterations or additions to the said dwellinghouse and others hereby disposed, nor erect (whether by building, affixing, placing or in any other manner) any aerals or external fittings of any kind, or any additional buildings or structures (including in the generality a greenhouse or gardenhouse) on any part of the feu without the written consent of the Superiors and without the prior submission and approval as aforesaid of plans and specifications of all such alterations, aerals, fittings or additions; where plans and specifications of alterations or others have been approved as aforesaid, the feuar shall be bound at their own expense to erect and complete such altered and additional buildings and structures and others within two years of the granting of approval by the Superiors as aforesaid; and all such altered and additional buildings and others shall be maintained and, when necessary, re-erected by the feuar in manner above provided; and all such altered and additional buildings and others shall be maintained and, when necessary, re-erected by the feuar in manner above provided for the maintenance and the remainder of the feu so far as not comprising the solum of the said dwellinghouse and others hereby disposed and the sola of any other permitted buildings and

erections shall be kept laid out as garden ground, internal pathways and others, to the satisfaction of the Superiors, which garden ground and the said internal pathways and others and the entranceways and others shall all be maintained by the feuar in a clean and tidy condition and in good order and, when necessary owing to their condition, repaired or renewed where appropriate all as the case may be, to the satisfaction of the Superiors; and the feuar shall keep the said garden ground in a neat and tidy condition and free from weeds at all times and shall keep the grass regularly cut and all internal hedges pruned and cleaned, all to the satisfaction of the Superiors; (Third) The feuar shall be bound to maintain to the satisfaction of the Superiors and mutually with the adjoining proprietors the mutual division wall(s) and chimney head(s) of the adjoining dwellinghouses and the boundary hedge(s), fence(s) and wall(s) between the curtilage of the dwellinghouse hereby disposed and the adjoining dwellinghouses; and, save as aforesaid, no walls, kerbs, fences, railings, trees, hedges, gates or others shall be erected and/or planted on the feu without the prior written consent of the Superiors; (Fourth)

The feuar shall be bound to maintain in all time coming and at his own expense the fence(s), hedge(s) or wall(s) (if any) enclosing the subjects hereby disposed to the satisfaction of the Superiors and where such fence(s), hedge(s) or wall(s) are mutual with other proprietors to join with the other proprietors in maintaining such mutual fence(s), hedge(s) and wall(s) to the satisfaction of the Superiors; (Fifth)

The feuar shall not be entitled as individuals to paint or decorate or otherwise to alter the outside appearance of the said dwellinghouse without the prior written consent of the Superiors, it being expressly declared however that the feuar shall be bound to keep the subjects in good external decoration so as to be consistent in all respects with the other houses in the area belonging to the Superiors, and the feuar shall from time to time comply with any reasonable specification and programme of external decoration as the Superiors may consider appropriate; (Sixth) The Superiors having provided an efficient drainage system for the feu and the buildings and others erected thereon comprising connections from said buildings and others to the common drains and sewers serving the said dwellinghouse and others hereby disposed and other subjects now or formerly belonging to the Superiors, the feuar shall be entitled to keep the said dwellinghouse and others hereby disposed connected to said common drains and sewers and shall be bound at their sole expense to maintain said connections in good order and repair, to the satisfaction of the Superiors in all time coming; (Seventh) The feuars shall be bound to keep the said dwellinghouse and others hereby disposed constantly insured against loss or damage by fire with an established Insurance Company for the full rebuilding value thereof from time to time, all as approved in writing by or on behalf of the Superiors, and to produce to the Superiors from time to time when required the Policy or Policies of Insurance and the receipts for payment of the renewal premiums thereon; and in the event of the said dwellinghouse and others hereby disposed or any of them being destroyed or damaged by fire, all sums to be received by the feuar in respect of such Insurance shall be, in the first instance, applied towards the payment of any sums of money due by the feuar to the Superiors and, as regards the balance thereof, expended only at the sight and to the satisfaction of the Superiors in making good all loss or damage caused by such fire to the said dwellinghouse and/or others hereby disposed, which shall, in any event, be restored or, if necessary, re-erected by the feuar so as to be in all respects consistent with the provisions and obligations contained in this Feu Disposition; declaring that the Superiors may, in their sole option, effect such Insurance as aforesaid and in the event of the feuar failing to effect the Insurance or at any time failing to exhibit the Policies when called upon or to pay the renewal premiums thereon and exhibit the receipts therefor, if so required, within fourteen days after the due date thereof according to the Policies, the Superiors shall be entitled to effect or maintain such Insurance and the Superiors shall be entitled to exact and receive from the feuar all expense so incurred, together with the interest on all such expense at the rate of Fifteen per centum per annum from the date when incurred until paid; declaring that the feuar shall be bound to make good all loss or damage caused by fire or, if necessary, to re-erect said buildings and others hereby disposed as herein provided within the period of two years from the date of such loss or damage or destruction of said buildings and others hereby disposed; declaring further, however, that the Superiors in their sole opinion may effect such Insurance as aforesaid and in that event the Superiors shall be entitled to exact and receive from the feuar all expense so incurred, together with interest on all such expense at the rate of Fifteen per centum per annum from the date when incurred until paid; (Eighth) The said dwellinghouse and others hereby disposed and erected or to be re-erected thereon in terms of these presents shall always be used and appropriated to and for use as a private dwellinghouse and relative offices for the occupation of one family only and not otherwise, and the said dwellinghouse and others hereby disposed shall not be divided or re-constructed for the occupation of more than one family; it shall be not lawful to, nor in the power of the feuar to carry on upon the feu or in the said dwellinghouse and others hereby disposed any business, profession, trade or work without the prior written consent of the Superiors, or to occupy or use the said dwellinghouse and others hereby disposed for any other purpose than as a private dwellinghouse and relative offices of the description foresaid or to use the feu or the said dwellinghouse and others hereby disposed or to permit the same to be used for any purpose which may, in the sole opinion of the Superiors, be a nuisance or cause inconvenience to

them or any of their feuar and/or tenants or any other proprietors or occupiers of premises in the neighbourhood or the public in general or which may, in said opinion, be injurious to amenity; and the feuar is hereby prohibited, without the prior written consent of the Superiors, (i) From using the said subjects or any part thereof for purposes of brewing, distilling, as licensed premises, chemical works or for manufacturing of any kind whatsoever; (ii) From erecting, affixing or exhibiting on or about the feu or the said dwellinghouse and others erected thereon, or any part thereof (including, without prejudice to the said generality, the painting, cutting, marking or lettering of the exterior of the said dwellinghouse and others hereby disposed) any advertisement sign or hoarding, signboard, notice board, illuminated sign or any article of any kind; (iii) From failing to occupy the feu or the said dwellinghouse and others hereby disposed and erected or to be re-erected thereon; (iv) From keeping animals or birds in or about the feu or the said dwellinghouse and others hereby disposed and erected or to be re-erected thereon (but excluding one dog, cat and cage bird); or (v) the feuar shall at all times keep the whole of the feu free from undue deposit of waste or other materials or articles (not being waste) or things which may, in the sole opinion of the Superiors, be deemed offensive or a nuisance or injurious to amenity; and she shall generally keep the feu hereby disposed in a neat, clean and tidy condition; and the whole internal drainage system of and serving the said dwellinghouse and others hereby disposed shall, at all times, be kept by the feuar in efficient working order and condition so as not to cause any nuisance, and no pungent or obnoxious waste or oil, grease or other deleterious or injurious matter or gas shall be allowed to enter the drains or sewers or any open running water; and (Ninth) All matters which fall to be determined by arbitration in accordance with the specific provisions to that effect herein contained shall be submitted to the amicable and final decision of a single arbiter to be appointed by the parties or, failing agreement as to such appointment, of an arbiter to be appointed by the Sheriff Principal of the Sheriffdom of South Strathclyde, Dumfries and Galloway or any of his Sheriffs at Airdrie upon application of either party; and the parties bind themselves to implement to each other whatever the arbiter shall determine by decree or decrees-arbitral, interim partial or final, and the parties consent to registration of all such decrees-arbitral for preservation and execution.

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