



Registration of a Charge

Company name: **PROPERTY BY JOBS & BUSINESS GLASGOW LTD**

Company number: **SC142446**



X80TGJ9T

Received for Electronic Filing: **08/03/2019**

Details of Charge

Date of creation: **07/03/2019**

Charge code: **SC14 2446 0004**

Persons entitled: **HISTORIC ENVIRONMENT SCOTLAND**

Brief description: **THE CHARGOR INTEREST AS SUB-TENANTS IN ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING BLAIRTUMMOCK HOUSE, BALDINNIE ROAD, GLASGOW, G34 9E, WHICH INTEREST IS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA193986**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAUL-SILVIU MANOLACHE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 142446

Charge code: SC14 2446 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th March 2019 and created by PROPERTY BY JOBS & BUSINESS GLASGOW LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2019 .

Given at Companies House, Edinburgh on 11th March 2019

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Standard Security

by

Property by Jobs & Business Glasgow Limited

in favour of

Historic Environment Scotland

Subjects: Blairtummock House, Baldinnie Road, Glasgow, G34 9EW

Ref: 435575/DH/CT
FAS: 3889

GCC Legal Ref: PGOV2591/LH

Standard Security

by

- 1 Property by Jobs & Business Glasgow Limited, a company incorporated under the Companies Acts (Registered Number SC142446) and having its Registered Office at Ladywell Business Centre 94 Duke Street, Glasgow, G4 0UW, ("Grantee")

in favour of

- 2 HISTORIC ENVIRONMENT SCOTLAND, a non-departmental public body incorporated under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (SC045925) and having its principal place of business and registered Charity address at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("HES")

Whereas

- (A) The Grantee has undertaken or is about to undertake the Secured Obligations to HES;
- (B) The Parties have agreed that the Secured Obligations shall be secured over the Property;

Therefore the Grantee hereby agrees and undertakes as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Standard Security:

"Monitoring Period" means the period from the date of registration of this Standard Security to 20 February 2022;

"Parties" means the Grantee and HES and **"Party"** refers to either of them as the context requires;

"Security Interest" means the interest as sub-tenants in ALL and WHOLE the subjects known as and forming Blairtummock House, Baldinnie Road, Glasgow, G34 9E, which interest is registered in the Land Register of Scotland under Title Number GLA193986;

"Secured Documentation" means any and all of:

- (i) the grant agreement constituted by the grant offer and the conditions of grant set out therein from Historic Scotland (acting on behalf of Scottish Ministers) dated 20 February 2007 and accepted by Greater Easterhouse Property Company Limited (therein named "Greater Easterhouse Property Company") and Greater Easterhouse Development Company Limited (therein named "Greater Easterhouse Development Company") on 20 February 2007, Scottish Ministers' interest in which grant offer transferred to HES by virtue of the Historic Environment Scotland Property Transfer Scheme 2015, together with the undertaking by the Grantee to HES to be bound by and to comply with the terms of and obligations contained in the said grant agreement, dated on or about the date of the Grantee's execution of these presents;
- (ii) any supplementary offer of grant to be made by HES and accepted by the Grantee;

"Secured Obligations" means all sums advanced or to be advanced to the Grantee, and other sums or obligations due or to become due or payable or to become payable by the Grantee to HES, and interest on such sums advanced or to be advanced in terms of the Secured Documentation;

"Standard Conditions" means 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 and "Standard Condition" means any one of them having regard to the context in which it is used;

1.2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:

- 1.2.1 words importing any gender shall include all other genders;
- 1.2.2 words importing the singular number only shall include the plural number and vice versa;
- 1.2.3 obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Grantee in this Standard Security shall bind the Grantee and the Grantee's successors all jointly and severally;
- 1.2.4 words importing individuals include corporations and vice versa;
- 1.2.5 references to this Standard Security or to any other document shall be construed as references to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6 any reference to a Clause is to the relevant Clause of this Standard Security;
- 1.2.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

2 Grant of Security

The Grantee, in security of the Secured Obligations, GRANTS a Standard Security in favour of HES over the Security Interest.

3 Monitoring Period

The terms of this Standard Security will subsist for the Monitoring Period.

4 **Standard Conditions**

Except as otherwise varied by the Secured Documentation, the Standard Conditions shall apply.

5 **Ultimate Loss Clause**

- 5.1 The security created by this Standard Security shall be a security to HES for any balance which may remain due to HES after applying any payments received by HES from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this Standard Security and the Grantee shall not be entitled to require from HES any assignment of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Grantee to HES or to have the benefit of any securities held by HES until the whole amount secured by this Standard Security has been paid or settled in full.

And the Grantee grants warrandice: IN WITNESS WHEREOF these presents printed on this and the preceding two pages are executed as follows:

They are subscribed for and on behalf of Property
by Jobs & Business Glasgow Limited

by



Director

ANGUS MILLAR

Full Name (Please Print)

at CITY CHAMBERS

on 14 FEB 18

before

Tommy Docherty 

Witness

Tommy Docherty

Full Name (Please Print)

37 COURTLY ADE

Address

GLASGOW G4 4 5AN