



Registration of a Charge

Company name: **CALA MANAGEMENT LIMITED**

Company number: **SC013655**

Received for Electronic Filing: **23/01/2020**



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Details of Charge

Date of creation: **22/01/2020**

Charge code: **SC01 3655 0490**

Persons entitled: **UNIVERSITY OF STRATHCLYDE**

Brief description: **ALL AND WHOLE THAT AREA OF GROUND AT JORDANHILL CAMPUS, 76 SOUTHBRAE DRIVE, GLASGOW EXTENDING TO 26,819 SQUARE FEET OR THEREBY AND SHOWN COLOURED PINK AND CROSS HATCHED BLACK AND LABELLED "SECURITY AREA 2" ON THE PLAN ANNEXED TO THE CHARGE**

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

Certified by: **MICHAEL SHEPHERD, PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0490

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd January 2020 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2020 .

Given at Companies House, Edinburgh on 23rd January 2020

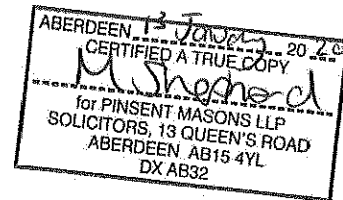
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



STANDARD SECURITY

By

CALA MANAGEMENT LIMITED

in favour of

UNIVERSITY OF STRATHCLYDE

Subjects: PHASE 2, JORDANHILL CAMPUS, GLASGOW

WE, **CALA MANAGEMENT LIMITED** incorporated under the Companies Acts in Scotland with company number SC013655 and having our registered office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU (the "**Owner**") have entered into missives with the **UNIVERSITY OF STRATHCLYDE**, incorporated by Royal Charter, a Charity registered in Scotland with Charitable Status (Registration Number SC15263) having its principal administrative office at 16 Richmond Street, Glasgow G1 1XQ (the "**Counterparty**") comprising (i) offer by Pinsent Masons LLP, Solicitors, Aberdeen, on our behalf, dated 1st April 2016 and (ii) qualified acceptance by Thorntons Law LLP, Solicitors, Perth, on behalf of the Counterparty, dated 1st April 2016 and (iii) acceptance by the said Pinsent Masons LLP on our behalf dated 1st April 2016 (such missives as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time being referred to as the "**Missives**") in respect of the Security Subjects (as defined below) and in terms of which we have undertaken inter alia to pay deferred consideration to the Counterparty on the terms set out in Clause 4.5 of the said offer by said Pinsent Masons LLP on our behalf dated 1st April 2016 as amended **AND DO HEREBY** in security of the performance by us of all present and future payment obligations upon us in terms of Clause 4.5 of the said offer dated 1st April 2016 as amended, forming part of the Missives **GRANT** a Standard Security in favour of the Counterparty over **ALL** and **WHOLE** that area of ground at Jordanhill Campus, 76 Southbrae Drive, Glasgow extending to 26,819 square feet or thereby and shown coloured pink and cross hatched black and labelled "Security Area 2" on the plan annexed and executed as relative hereto and which subjects secured are so secured together with (One) the whole buildings and other erections (if any) on them; (Two) the parts, privileges and pertinents of them; (Three) the whole rights common, mutual or sole effering to them; (Four) the fittings and fixtures in and on them and (Five) the Owner's whole right, title and interest, present and future in and to them (all referred to as the "**Security Subjects**") being part and portion of the subjects registered in the Land Register of Scotland under Title Number GLA221923; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation of them operative for the time being (the "**Standard Conditions**"), varied as mentioned below, apply; And we agree that the Standard Conditions are varied to the effect

specified in the Schedule of Variation of Standard Conditions annexed and signed as relative hereto; And the Owner grants warrantice: **IN WITNESS WHEREOF** these presents printed on this and the preceding page together with the Schedule and plan annexed are subscribed as follows:-

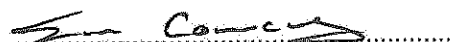
SUBSCRIBED for and on behalf of CALA MANAGEMENT LIMITED

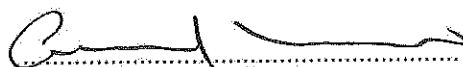
at CAIRNLEE HOUSE, FALKIRK, FK1 1XE

on the 6th day

of January 2020

by

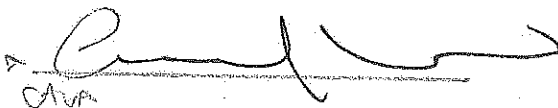

..... Authorised Signatory
IAN BSLAND CONWAY Full Name


..... Authorised Signatory
GRAHAM MCNELL Full Name

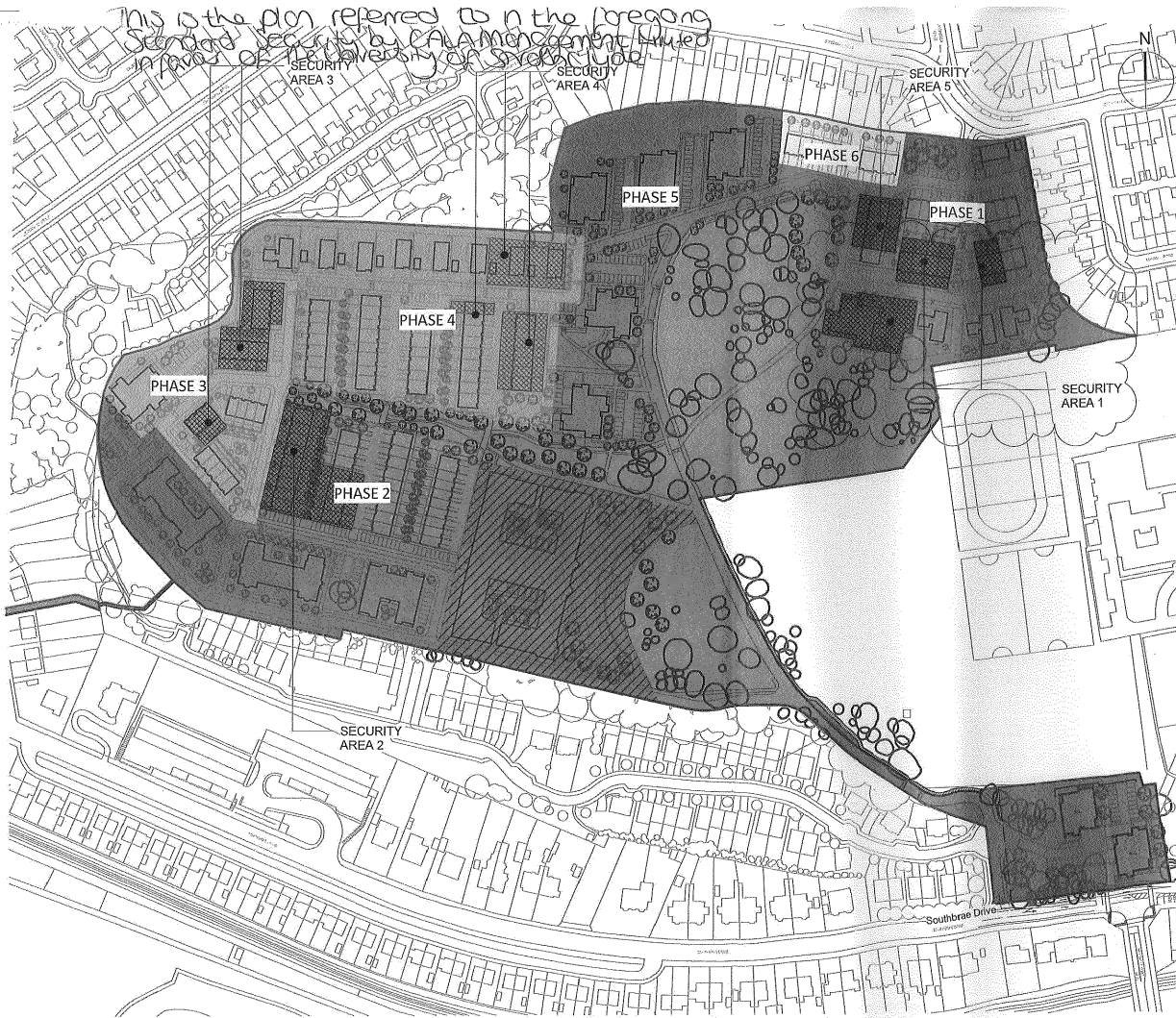
**THIS IS THE SCHEDULE OF VARIATION OF STANDARD CONDITIONS REFERRED TO IN THE
FOREGOING STANDARD SECURITY GRANTED BY CALA MANAGEMENT LIMITED
IN FAVOUR OF THE UNIVERSITY OF STRATHCLYDE**

1. Standard Conditions 1, 2, 5(b) to 5(e) (inclusive) and 12 are delete and do not apply.
2. Standard Condition 7 shall apply as if references to the "standard conditions" therein are references to the Standard Conditions as varied hereby.
3. The Owner must not at any time during the continuance of the foregoing standard security create or agree to create a subsequent security over the Security Subjects (or any part(s) of them) without the prior written consent of the Counterparty.
4. The Counterparty consents to the Owner proceeding with the residential development of the Security Subjects (or any part(s) of them) in terms of the planning permission issued by Glasgow City Council under reference 17/00531/DC and any permitted amendment or variation thereof ("the Planning Permission").
5. The Owner is entitled, without the consent of the Counterparty, to create servitudes, wayleaves, third party rights, burdens, title conditions, restrictions or others affecting the Security Subjects (or any part(s) of them) only to the extent reasonably required to facilitate the residential development and sale of the Security Subjects (or any part(s) of them) including, without prejudice to the generality, entering into any or more of the following in relation to the Security Subjects and any adjoining land owned by the Owner only: planning agreements, deeds of conditions, development management schemes, and variation(s) of any of those.
6. Words and expressions used in this Schedule shall, unless the context otherwise requires, have the same meaning as words and expressions in the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "**1970 Act**") (including, without prejudice to the generality, Schedule 3 to the 1970 Act).


J. Conroy


J. Conroy

This is the plan referred to in the foregoing
 Security & Title Phasing Plan
 in favour of the University of Strathclyde



General Notes

1. Dimensions are in millimetres unless stated otherwise.
 2. Levels are in metres AOD unless stated otherwise.
 3. Dimensions govern.
 4. Do not scale off drawing.
 5. All dimensions to be verified on site before proceeding.
- All discrepancies to be notified in writing to 7N Architects LLP.

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PHASE 1	
PHASE 2	
PHASE 3	
PHASE 4	
PHASE 5	
PHASE 6	
Commercial Open Space	
CALA Title Boundary	
2m Footway Strip to be Shared	
Security Plot Boundaries	
David Shaw	17/7/18

PHASE 1 SECURITY TOTAL	21,987 sq ft
PHASE 2 SECURITY TOTAL	2,843 sq ft
PHASE 3 SECURITY TOTAL	15,896 sq ft
PHASE 4 SECURITY TOTAL	19,506 sq ft
PHASE 5 SECURITY TOTAL	8,544 sq ft

Ben Connolly
David Shaw

28.10.19	Securities Update	7N
1	06.09.18 Securities & Title Phasing Issue	BW

Rev	Date	Reason For Issue	Ch
			k

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 7 Randolph Place, Edinburgh EH3 7TE +44 (0) 131 220 5541 www.7narchitects.com

Client
 CALA Homes (West)
 Project
 Jordanhill Park
 Drawing Title
 Securities Phasing Plan

Status	For Review
Scale	1 : 2000
Paper Size	@A3
Date	06.09.18
Project No.	107
Draw No.	107-7N-SP-XX-DR-A-05101
Rev No.	2