



**Registration of a Charge**

Company name: **RCP 3 LIMITED**

Company number: **12121182**

Received for Electronic Filing: **07/01/2020**



X8W59PZL

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**Details of Charge**

Date of creation: **17/12/2019**

Charge code: **1212 1182 0002**

Persons entitled: **HERITAGE SQUARE LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS THOSE SUBJECTS KNOWN AS AND FORMING 101 - 113 (ODD NUMBERS) BATH STREET, GLASGOW, 134 WELLINGTON STREET, GLASGOW, 136 WELLINGTON STREET, GLASGOW AND 52 BATH LANE, GLASGOW G2 4RH AND BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA28093.**

**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: **BURGES SALMON LLP**



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

Company number: 12121182

Charge code: 1212 1182 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2019 and created by RCP 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2020 .

Given at Companies House, Cardiff on 8th 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

RCP 3 Limited	(1)
in favour	
Heritage Square Limited	(2)

Ref: PC05/RF06  
Burgess Salmon LLP  
[www.burgess-salmon.com](http://www.burgess-salmon.com)  
Tel: +44 (0)117 307 6111  
Fax: +44 (0)117 902 4400

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THIS STANDARD SECURITY is made on 12 December 2019 by

- (1) **RCP 3 Limited** (No. 12121182) whose registered office is at 50 Havelock Terrace, London, United Kingdom, SW8 4AL (the "**Borrower**"); in favour of
- (2) **Heritage Square Limited** a private limited company registered in England and Wales with registered number 08364250 and whose registered office address is at Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, United Kingdom, KT13 0TS (the "**Lender**").

IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Standard Security:

**Facility Agreement** means the facility agreement dated on or around the date of this Standard Security between (among others) the Borrower and the Lender.

**Finance Document** has the meaning given to it in the Facility Agreement.

**Property** means ALL and WHOLE of the property specified in Schedule 1.

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

**Secured Parties** has the meaning given to it in the Facility Agreement.

**Security Period** means the period beginning on the date of this Standard Security and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Standard Conditions** means the Standard Conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being all as varied by Clause 3 below (save to the extent that any variation would result in the security created by this Standard Security becoming void or unenforceable).

**Transaction Obligor** means the Borrower and each other person described as such in the Facility Agreement.

## 1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Standard Security to:
  - (i) this **Standard Security**, a **Finance Document** or any other agreement or instrument is a reference to this Standard Security, that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any heritable property includes:
    - (A) all or any part of it;
    - (B) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
    - (C) all servitudes, rights and agreements in respect of that property;
    - (D) all rents from and proceeds of sale of that property; and
    - (E) the benefit of all covenants given in respect of that property.
  - (iii) the term **this Security** means any Security created by this Standard Security;
  - (iv) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
  - (v) a provision of law is a reference to that provision as amended or re-enacted or replaced (whether with or without modification).
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) Any covenant of the Borrower under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Standard Security, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Standard Security.
- (b) Notwithstanding any term of this Standard Security, the consent of any person who is not a Party is not required to rescind or vary this Standard Security at any time.
- (c) Any administrator, delegate, Receiver and any attorney appointed under the Finance Documents may enforce and enjoy the benefit of any term of this Standard Security.

## **2 UNDERTAKING TO PAY AND GRANT OF SECURITY**

### **2.1 Undertaking**

We, the Borrower, hereby undertake to pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### **2.2 Grant**

We, the Borrower, do hereby in security of the Secured Liabilities GRANT a Standard Security in favour of the Lender over ALL and WHOLE the Property.

## **3 STANDARD CONDITIONS**

### **3.1 Standard Conditions to apply**

The Standard Conditions shall apply (save to the extent that they are prevented by law or otherwise amended pursuant to Clause 13 (Standard Conditions) below) and under declaration that the terms "debtor" and "creditor" in the Standard Conditions shall refer to the Borrower and the Lender respectively.

### **3.2 Standard Condition 6**

Standard Condition 6 shall be deleted and replaced by the following:

- "6. (a) The Borrower shall not (whether absolutely or in security) sell, assign, transfer or otherwise dispose of all or any part of or interest in the Property or agree to do so without the prior written consent of the Lender.
- (f) The Borrower shall not create, agree to create or allow to be created any security, charge (whether fixed or floating) or lien of any kind

whatsoever over the Property without the prior written consent of the Lender(except where the same is in favour of the Lender)."

### **3.3 Standard Condition 9(1)**

Standard Condition 9(1) shall be varied as follows:

In addition to the events of default set out in Standard Condition 9(1), the Borrower shall be held to be in default if any of the events constituting a default of the Borrower in performance of its obligations in terms of this Standard Security or any other document evidencing the facilities to which the Secured Liabilities relate shall occur

### **3.4 Standard Condition 10**

Standard Condition 10 shall be varied by adding the following as new Standard Condition 10(8):

- "(8) The Lender may (in addition to the powers specified in this Standard Condition 10):
- (i) at any time after entering into possession of the Property relinquish such possession on giving written notice to the Borrower;
  - (ii) if the Property is the tenant's interest under a lease, vary the terms of or surrender the lease (declaring that the Borrower irrevocably and by way of security appoints the Lender as its attorney for it and in its name and on its behalf to execute and deliver and otherwise perfect any document which may be required of the Borrower under this Standard Security or may be required in the exercise of the Lender's rights under this Standard Security or otherwise for any purpose connected with this Standard Security);
  - (iii) bring or defend any proceedings in the name of the Borrower in relation to the Property as the Lender thinks fit;
  - (iv) exercise on behalf of the Borrower all or any of the powers given to landlords and tenants (as the case may be) in respect of the Property but without incurring any liability in respect of the powers so exercised;
  - (v) sell, let, grant licences of, vary the terms of or terminate or accept any surrender of leases or tenancies of all or any part of the Property or grant any option over all or any part of the Property on such terms



and conditions (including as to the payment of money) as the Lender thinks fit (in its absolute discretion);

- (vi) do all such other acts and things as may be considered by the Lender to be necessary for or incidental to any of the powers contained in the said Standard Conditions or otherwise preserve, improve, sell or assign the Property."

#### **4 INCORPORATION OF SCHEDULE**

The Schedule forms part of this Standard Security and the Borrower undertakes to comply fully with its obligations (if any) set out in the Schedule.

#### **5 CONTINUING SECURITY**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

#### **6 CHOICE OF LAW**

This Standard Security and any non-contractual disputes arising from it shall be governed by, and construed in accordance with the law of Scotland and, for the benefit of the Lender, the Borrower irrevocably submits to the exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Lender to proceed against the Borrower in any other appropriate jurisdiction.

7 WARRANDICE

The Borrower grants warrandice.

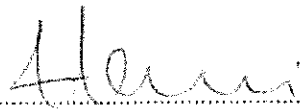
IN WITNESS WHEREOF: these presents consisting of this and the preceding 6 pages together with the schedule annexed as relative hereto are executed as follows:-

Subscribed for and on behalf of the said  
RCP 3 Limited

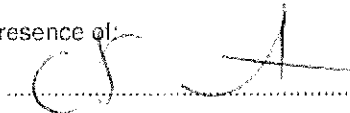
at 4 HUWNS MERE WAY, BRIGHTON, BN2 6AH.

on 11 December 2019

by TARIQ USMANI  
(Name)

  
Director

in the presence of:-

 Witness

CORINNE VINCENT (Name)

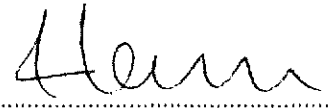
4 HUWNS MERE WAY (Address)

BRIGHTON, BN2 6AH.

This is the Schedule in one part referred to in the foregoing Standard Security granted by RCP 3 LIMITED in favour of HERITAGE SQUARE LIMITED as security agent

**Schedule 1**

ALL and WHOLE the subjects known as those subjects known as and forming 101-113 (Odd Numbers) Bath Street, Glasgow, 134 Wellington Street, Glasgow, 136 Wellington Street, Glasgow And 52 Bath Lane, Glasgow G2 4RH and being the subjects registered in the Land Register of Scotland under title number GLA28093.

A handwritten signature in black ink, appearing to read 'Hann', written over a dotted line.

For and on behalf of the Borrower