



**Registration of a Charge**

Company Name: **RCP 3 LIMITED**

Company Number: **12121182**



Received for filing in Electronic Format on the: **20/05/2021**

XA4WFXFL

**Details of Charge**

Date of creation: **11/05/2021**

Charge code: **1212 1182 0004**

Persons entitled: **TIKEHAU INVESTMENT MANAGEMENT SAS AS SECURITY TRUSTEE**

Brief description: **ALL AND WHOLE THOSE SUBJECTS KNOWN AS AND FORMING 101 TO 113 (ODD NUMBERS) BATH STREET, GLASGOW, 134 WELLINGTON STREET, GLASGOW AND 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 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: **ADDLESHAW GODDARD LLP**



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

Company number: 12121182

Charge code: 1212 1182 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2021 and created by RCP 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2021 .

Given at Companies House, Cardiff on 21st May 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**



Delivered on 22 April 2021

**RCP 3 LIMITED**

as Chargor

**TIKEHAU INVESTMENT MANAGEMENT SAS**

as Security Agent

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**STANDARD SECURITY  
RELATING TO  
WELLINGTON HOUSE, GLASGOW**

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This Standard Security is delivered on

22 April

2021

## STANDARD SECURITY

### BY

- (1) **RCP 3 Limited** (a company registered in England and Wales with registered number 12121182 and having its registered office at 50 Havelock Terrace, London SW8 4AL) (**Chargor**)  
in favour of
- (2) **Tikehau Investment Management SAS** (registered in France and having its registered office at 32 Rue Monceau, Paris, France, 75008) as security trustee for the Secured Parties (**Security Agent**, which term shall include any person appointed as security trustee or as an additional security trustee in accordance with the terms of the Facility Agreement).

### IT IS AGREED THAT:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Standard Security, including the introduction and the schedule, the following definitions apply unless the context otherwise requires:

**Facility Agreement** means the facility agreement between the Chargor, among others, as borrowers, Tikehau Investment Management SAS as Arranger, Agent and Security Agent and the financial institution listed in Schedule 1 to the Facility Agreement as Original Lender and dated on or about the date of this Standard Security;

**Party** means a party to this Standard Security;

**Property** means the subjects detailed in part 1 of the Schedule;

**Schedule** means the schedule attached to and forming part of this Standard Security;

**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;

**Security Period** means the period beginning on the date of this Standard Security and ending on the date on which the Security Agent is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents;

**Standard Conditions** means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation to them operative for the time being; and

**Standard Security** means this standard security including the Schedule.

## 1.2 Interpretation

1.2.1 Unless otherwise defined in this Standard Security:

- (a) a term defined in the Facility Agreement has the same meaning when used in this Standard Security or any notices, acknowledgements or other documents issued under or in connection with this Standard Security;
- (b) the term **dispose** includes any sale, lease, licence, transfer or loan.

1.2.2 Clause 1.2 (Construction) and 1.3 (Currency symbols and definitions) of the Facility Agreement are incorporated in this Standard Security as if set out here in full but so that each reference in that clause to this **Agreement** or a **Finance Document** shall be read as a reference to this Standard Security.

1.2.3 A time of day is a reference to Edinburgh time; and

1.2.4 If there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security will prevail, so far as permitted by law.

1.2.5 If there is any conflict between this Standard Security and the Facility Agreement, the terms of the Facility Agreement will prevail, so far as permitted by law.

## 1.3 Third Party Rights

Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Standard Security or any other Finance Document entered into under or in connection with it.

## 1.4 Application of provisions in Facility Agreement

Clauses 8.4 (Default interest), 11 (Tax gross up and indemnities), 13 (Other indemnities), 15 (Costs and expenses), 27.1 (Assignments and transfer by the Obligors), 28.1 (The Agent and the Security Agent), 32 (Payment mechanics) and 38 (Amendments and waivers) of the Facility Agreement are deemed to form part of this Deed as if expressly incorporated into it and as if all references in those clauses to:

1.4.1 the Facility Agreement were references to this Deed; and

1.4.2 a Transaction Obligor or the Transaction Obligors were references to a Chargor or the Chargors (as applicable).

## 2. NO LIABILITY

The Security Agent shall not in any circumstances be liable to account to the Chargor for any loss or damage arising from any act, default or omission of the Security Agent in relation to the Property or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred on the Security Agent in relation to the Property by or pursuant to this Standard Security or otherwise by any applicable law.

3. **COVENANT TO PAY**

The Chargor covenants with the Security Agent as security trustee for the Secured Parties, to pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the Finance Documents.

4. **STANDARD SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor grants a standard security over the Property in favour of the Security Agent.

5. **NEGATIVE PLEDGE**

- 5.1 The Chargor shall not create or permit to subsist any Security over any of its assets.
- 5.2 Clause 5.1 does not apply to any Security which is expressly permitted under the terms of any Finance Document.

6. **RESTRICTIONS ON DISPOSALS**

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of any Property.
- 6.2 Clause 6.1 does not apply to any disposal expressly permitted pursuant to the Facility Agreement.

7. **STANDARD CONDITIONS**

The Standard Conditions apply except to the extent that they are varied by the terms of this Standard Security and without limitation the Chargor agrees that the Standard Conditions will be varied in accordance with the following provisions of this clause 7. For the avoidance of doubt references in the Standard Conditions to the debtor are references to the Chargor and references to the creditor are references to the Security Agent.

7.1 **Default**

On and at any time after the occurrence of any Event of Default, which is continuing, the Chargor will be held to be in default, within the meaning of Standard Condition 9(1)(b) of the Standard Conditions. Without prejudice to any other rights and remedies available to the Security Agent by virtue of the Standard Conditions or any other Security or undertaking or in any other manner the Security Agent will be entitled to exercise any of the remedies available to a Security Agent on default of a Chargor by virtue of the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970.

7.2 **Power to remedy**

- 7.2.1 If the Chargor defaults at any time in complying with any of its obligations contained in this Standard Security, the Lender will, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such

default and the Chargor hereby irrevocably authorises the Lender by way of security to do all such things necessary or desirable in connection herewith. Any monies so expended by the Lender will be repayable by the Chargor to the Lender on demand together with interest thereon at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.

7.2.2 The Lender will not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7.2.

## **8. PROTECTION OF SECURITY**

### **8.1 Continuing security**

The Security constituted by this Standard Security shall be continuing security and shall remain in full force and effect unless and until discharged by the Security Agent in writing and regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Liabilities.

### **8.2 No prejudice**

The Security created by or pursuant to this Standard Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

### **8.3 Cumulative Rights**

8.3.1 The Security constituted by this Standard Security shall be cumulative, in addition to and independent of any other Security which any Secured Party may hold at any time for the Secured Liabilities (or any of them) or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security.

8.3.2 No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Property shall merge into the Security constituted by this Standard Security.

### **8.4 Waiver of defences**

8.4.1 The obligations of, and the Security created by, the Chargor under this Standard Security will not be affected by an act, omission, matter or thing which, but for this clause 8.4, would reduce, release or prejudice any of its obligations under this Standard Security (without limitation and whether or not known to it or any Finance Party) including:



- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any other Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

## 8.5 **Chargor intent**

- 8.5.1 Without prejudice to the generality of clause 8.4, the Chargor expressly confirms that it intends that the Security created under the Standard Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## 8.6 **Immediate Recourse**

- 8.6.1 The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security

or claim payment from any person before claiming from the Chargor under this Standard Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## **8.7 Deferral of rights**

8.7.1 Until the end of the Security Period, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Standard Security:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under this Standard Security;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Standard Security or of any other guarantee or Security taken pursuant to, or in connection with, this Standard Security by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

8.7.2 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with this Standard Security to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 9.6 (Application of monies).

## **8.8 Recourse**

The Security constituted by this Standard Security is in addition to any other Security which the Security Agent may hold at any time for the Secured Liabilities (or any of them) may be enforced without first having recourse to any other rights of the Security Agent.

## **8.9 Further assurance**

8.9.1 The Chargor shall promptly, at its own expense, do all such acts (including filings, registrations, notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may require):

- (a) to create, perfect, protect and/or maintain the Security created or intended to be created under or evidenced by this Standard Security in favour of the Security Agent or its nominee(s) (or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this Standard Security or by law;
  - (b) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Standard Security;
- and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Standard Security.

8.9.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this Standard Security or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this Standard Security or by law, including, but not limited to, the granting of a power of attorney on the same terms as that set out in clause 8.10 (Power of attorney) of this Standard Security.

#### 8.10 Power of attorney

8.10.1 The Chargor irrevocably and severally appoints the Security Agent and any of their delegates or sub-delegates to be its attorney with the full power and authority of the Chargor (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) do or cause to be done all acts and things,

in each case:

- (i) which the Chargor is obliged to execute or do under this Standard Security and which it has failed to do within 3 Business Days following a request from the Security Agent to undertake such execution or action; or
- (ii) which may be required or which any attorney may in its absolute discretion deem necessary or appropriate:
  - (A) for carrying out any obligation of the Chargor under or pursuant to this Standard Security (including the execution and delivery of any deeds,

charges, assignments or other security and any dispositions of the Property and perfecting and/or releasing the security created or intended to be created in respect of the Property; and/or

- (B) generally for enabling the Security Agent to exercise the respective powers conferred on them under this Standard Security or by law.

8.10.2 The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 8.10.

## **9. APPROPRIATION, PAYMENTS AND COSTS AND EXPENSES**

### **9.1 Protection of third parties**

9.1.1 No person (including a purchaser) dealing with the Security Agent or its or his agents has an obligation to enquire of the Security Agent, or others:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Liabilities or other monies remain outstanding;
- (d) how any monies paid to the Security Agent shall be applied; or
- (e) the status, propriety or validity of the acts of the Security Agent.

9.1.2 The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent.

9.1.3 In clauses 9.1.1 and 9.1.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Property.

### **9.2 Notice of subsequent Security – new accounts**

9.2.1 If any subsequent Security or other interest affects the Property, a Secured Party may open a new account with the Chargor.

9.2.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that Security or other interest.

9.2.3 As from that time all payments made to that Secured Party will be credited or to be treated as having been credited to the new account and will not operate to reduce any Secured Liabilities.

### **9.3 Consolidation and Set-off**

A Finance Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### 9.4 **Currency**

9.4.1 Clause 32.9 (Currency of account) of the Facility Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it and references to the Obligors shall be construed as references to the Chargor.

9.4.2 If a payment is made to the Security Agent under this Standard Security in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the market rate of exchange and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

#### 9.5 **Demands for Payment**

Any demand, notification or certificate given by the Security Agent specifying amounts due and payable under or in connection with any of the provisions of this Standard Security will, in the absence of manifest error, be conclusive and binding on the Chargor.

#### 9.6 **Application of monies**

9.6.1 All monies from time to time received or recovered by the Security Agent under this Standard Security or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and shall be applied in accordance with the terms of the Facility Agreement. This clause 9.6:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

9.6.2 The Security Agent may place any money received, recovered or realised pursuant to this Standard Security in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities.

#### 9.7 **Expenses and indemnity**

9.7.1 The Chargor must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

## 9.8 Assignment and transfer

- 9.8.1 Each Finance Party may assign or otherwise transfer all or any part of its rights under this Standard Security or any Security created by or under it in accordance with the terms of the Finance Documents.
- 9.8.2 The Chargor may not assign or otherwise transfer any of its rights and obligations under this Standard Security.

## 10. NOTICES

Any communication under this Standard Security or any other Security or Finance Document created by or under this Standard Security, shall be made and given in accordance with the terms of clause 34 (Notices) of the Facility Agreement.

## 11. RELEASE

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Standard Security;
- (b) the Property from the Security created by and under this Standard Security.

## 11.2 Settlements Conditional

- 11.2.1 If the Security Agent (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Standard Security, such amount shall not be considered to have been paid.
- 11.2.2 Any settlement, discharge or release between the Chargor and any Secured Party shall be conditional upon no Security or payment to or for the Secured Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

## 12. SECURITY AGENT PROVISIONS

- 12.1 The Security Agent executes this Standard Security in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers,

rights, duties and authority under this Standard Security in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

12.2 The Security Agent shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates.

12.3 Notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Security Agent is entitled to seek instructions from the relevant Finance Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

### **13. GENERAL**

#### **13.1 Amendments and waivers**

No variation to this Standard Security will be effective unless made in writing and signed by the Security Agent and the Chargor. A waiver given or consent granted by the Security Agent under this Standard Security will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

#### **13.2 Invalidity**

Clause 36 (Partial invalidity) of the Facility Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it.

#### **13.3 Remedies and waivers**

13.3.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Standard Security shall operate as a waiver of any such right or remedy or constitute an election to affirm this Standard Security. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Standard Security are cumulative and not exclusive of any rights or remedies provided by law.

13.3.2 A waiver or affirmation given or consent granted by the Security Agent under this Standard Security will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

#### **13.4 Delegation**

- 13.4.1 Each of the Security Agent and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- 13.4.2 That delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Agent or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- 13.4.3 Neither the Security Agent nor any Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

#### **14. CERTIFICATES AND DETERMINATIONS**

Clause 35.2 (Certificates and determinations) of the Facility Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it and references to the Finance Parties shall be construed as references to the Security Agent.

#### **15. COUNTERPARTS**

- 15.1 This Standard Security may be executed in any number of counterparts and by the parties on separate counterparts.
  - 15.2 Where executed in counterpart:
    - 15.2.1 this Standard Security shall not take effect until all of the counterparts have been delivered;
    - 15.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
    - 15.2.3 the parties may choose to evidence the date of delivery of this Standard Security by inserting this on the front page of this Standard Security.
  - 15.3 If this Standard Security is not executed in counterparts, this Standard Security shall be delivered on the date inserted on the front page of this Standard Security or, if no such date is inserted, the date on which the last party signed this Standard Security.
  - 15.4 In accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (Counterparts Act), the parties nominate Addleshaw Goddard LLP to take delivery of all counterparts of this Standard Security. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Standard Security.
- #### **16. GOVERNING LAW AND JURISDICTION**
- 16.1 **Governing Law**



This Standard Security (and any non-contractual obligations arising out of or in connection with it) are governed by Scots law.

**16.2 Jurisdiction**

16.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (**Dispute**).

16.2.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

16.2.3 This clause 16 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**17. WARRANDICE**

The Chargor grants warrandice.

**18. CONSENT TO REGISTRATION**

The Chargor consents to the registration of this Standard Security and any certificate referred to in Clause 14 for preservation and execution:

**IN WITNESS WHEREOF** these presents consisting of this and the 12 preceding pages together with the Schedule are executed as follows and delivered on 22 April 2021:

**SUBSCRIBED** for and on behalf of

**RCP 3 LIMITED**

X at LONDON  
X on 16 APRIL 2021

[Redacted Signature]

Director

TARIQ USMANI

Full Name

in the presence of:

Witness signature

[Redacted Signature]

Full name

SUZANNE JONES

Address

50 Havelock Terrace  
London SW8 4AL

SUBSCRIBED for and on behalf of

at

London

on

16.04.21

TIKEHAU INVESTMENT  
MANAGEMENT SAS as security  
trustee for the Secured Parties

[Redacted]

Authorised Signatory

Marine Laurent-Bellue

Full Name

[Redacted]

in the presence of:

Witness signature

Full name

Tony Arayo

Address

[Redacted]

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY RCP 3  
LIMITED IN FAVOUR OF TIKEHAU INVESTMENT MANAGEMENT SAS AS SECURITY AGENT  
RELATING TO WELLINGTON HOUSE, GLASGOW**

**PART 1  
THE PROPERTY**

ALL and WHOLE those subjects known as and forming 101 to 113 (Odd Numbers) Bath Street, Glasgow, 134 Wellington Street, Glasgow and 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



Director

**RCP 3 LIMITED**

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Authorised Signatory

**TIKEHAU INVESTMENT MANAGEMENT SAS**


**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY RCP 3  
LIMITED IN FAVOUR OF TIKEHAU INVESTMENT MANAGEMENT SAS AS SECURITY AGENT  
RELATING TO WELLINGTON HOUSE, GLASGOW**

**PART 1  
THE PROPERTY**

ALL and WHOLE those subjects known as and forming 101 to 113 (Odd Numbers) Bath Street, Glasgow, 134 Wellington Street, Glasgow and 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

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Director

*JA*  
RCP 3 LIMITED

  
*JA* Authorised Signatory

**TIKEHAU INVESTMENT MANAGEMENT SAS**