



Registration of a Charge

Company Name: **SWAN GROUP (EDINBURGH ROAD) LTD**

Company Number: **SC628673**



Received for filing in Electronic Format on the: **08/12/2021**

XAIW600J

Details of Charge

Date of creation: **01/12/2021**

Charge code: **SC62 8673 0005**

Persons entitled: **SOLUTUS ADVISORS LIMITED AS SECURITY AGENT**

Brief description: **ALL AND WHOLE THE SUBJECTS ON THE SOUTH SIDE OF EDINBURGH ROAD, GLASGOW, G33 4EJ BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA77752.**

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: **EDWIN TRUESDALE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 628673

Charge code: SC62 8673 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st December 2021 and created by SWAN GROUP (EDINBURGH ROAD) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2021 .

Given at Companies House, Edinburgh on 9th December 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

FAS 9052

STANDARD SECURITY

by

SWAN GROUP (EDINBURGH ROAD) LTD

in favour of

SOLUTUS ADVISORS LIMITED
as Security Agent

Subjects: On the South Side of Edinburgh Road, Glasgow, G33 4EJ

WE, **SWAN GROUP (EDINBURGH ROAD) LTD**, a company incorporated in Scotland (registered number SC628673) whose registered office is at 58 Waterloo Street Glasgow G2 7DA (the "**Company**") CONFIRM and DECLARE that, in this Standard Security:

- (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meaning as are attributed to them under the Facilities Agreement (as hereinafter defined);
- (b) any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;
- (c) any word importing the singular shall include the plural and vice versa;
- (d) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (as hereinafter defined) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to "this Agreement" are construed to be references to this Standard Security;
- (f) any agreements, undertakings and security given or implied by more than one person shall be assumed to be given jointly and severally by all such persons;
- (g) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (h) the following words and expressions shall have the respective meanings given to them, namely:

"1970 Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Facilities Agreement;

"Facilities Agreement" means the bridging facility agreement dated on or around the date of this Standard Security and made between (1) the Company, as Borrower, (2) HT Development Capital Limited, as Lender, and (3) the Security Agent, as Security Trustee, pursuant to which the Lender agreed to make certain facilities available to the Company

"Lender" means HT Development Capital FG Limited, a company incorporated in England and Wales with registered number 13246925 whose registered office is at Waverley House 7-12 Noel Street, London, England, W1F 8GQ;

"Property" means ALL and WHOLE the subjects described in the Schedule;

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under the Floating Charge by the Company in favour of the Security Agent dated on or around the date of this Standard Security and includes joint receivers;

"Schedule" means the schedule annexed to this Standard Security;

"Secured Obligations" means all sums and obligations owing by the Company to the Lender and /or the Security Agent, whether pursuant to the Facilities Agreement or otherwise;

"Secured Parties" means the Lender, the Security Agent and any Receiver or Delegate;

"Security Agent" means Solutus Advisors Limited, a company incorporated in England and Wales (registered number 07350379) whose registered office is at 48 Warwick Street, London W1B 5AW as agent and security trustee for the Secured Parties, and its successor(s) as such Security Agent.

And WE, the Company, HEREBY in security of the Secured Obligations GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the Property; DECLARING THAT:

1. The Standard Conditions specified in Schedule 3 to the 1970 Act shall apply, but the Company agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the terms of the Facilities Agreement. If there is any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail to the extent of that inconsistency.
2. The whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Property shall be incorporated and held to be repeated in this Standard Security *mutatis mutandis*.
3. If the Security Agent enters into possession of the Property, the Security Agent will be entitled (if the Security Agent thinks fit) at the expense and risk of the Company to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within fourteen days of the Security Agent entering into possession, without the Security Agent being liable for any loss or damage caused by the exercise of this power. The Security Agent will, though, be obliged to account for the proceeds of any such sale after deducting all expenses incurred by the Security Agent in relation to such furniture, goods, equipment or other moveable property.
4. The Company shall not:
 - 4.1 create, or agree to create, any subsequent security or charge over the Property or any part of it (save as permitted in terms of the Facilities Agreement)); or
 - 4.2 assign, convey or otherwise transfer the Property or any part of it to any person;
 - 4.3 in each case without the prior written consent of the Security Agent, which consent, if granted, may be granted subject to such conditions as the Security Agent may see fit to impose.
5. Without prejudice to the effect of section 13(1) of the 1970 Act (and the foregoing provisions of this Standard Security), if any Secured Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Secured Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Company in the books of the Secured Party and to open a new account or accounts in place of it or them. If the Secured Party does not do so, the Secured Party shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Company to the Secured Party shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Company to the Secured Party at the time when the Secured Party received the notice. If the Company shall have more than one account with any Secured Party, the Secured Party may, at any time without notice,

forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.

6. For the purposes of Standard Condition 9 of Schedule 3 to the 1970 Act, the Company shall be held to be in default in addition to the grounds specified in the said Standard Condition 9 on the occurrence of an Event of Default.
7. The Security Agent may at any time (without notice or consent) assign this Standard Security to any person. In case of any such assignment, the assignee shall have the benefit of all the obligations of the Company and the provisions contained in this Standard Security and may at any time after the assignment exercise all rights and remedies of the Security Agent for securing the Secured Obligations.
8. A certificate signed by an authorised signatory on behalf of the Security Agent as to the amount of the Secured Obligations shall, except in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Standard Security.
9. The Company shall, at its own expense, take whatever action the Security Agent may require for perfecting or protecting the security intended to be created by this Standard Security.
10. Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law. If at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired by that and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is or they are unenforceable.
11. No failure or delay by the Security Agent or any of the Secured Parties in exercising any right, power or remedy provided by this Standard Security or by law shall operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy shall prevent further exercise of that or any other right, power or remedy.
12. The following provisions of this clause 12 shall apply (to the extent specified) to any demands, notices or other communications to be given by the Security Agent to the Company under this Standard Security:
 - 12.1 Clause 12.2 of this Standard Security applies only to demands, notices or other communications for which the procedure for service is not laid down by the 1970 Act. In particular, clause 12.2 of this Standard Security does not apply to the service of Calling-up Notices or default notices under the 1970 Act;
 - 12.2 subject to the foregoing clause 12.1 any demand, notice or other communication to be given by the Security Agent to the Company under this Standard Security shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) to the address and for the attention of the relevant party set out in clause 13 (or as otherwise notified by the Company). Any such demand, notice or other communication shall be deemed to have been received by the Company:
 - 12.2.1 if delivered personally, at the time of delivery;

12.2.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

12.2.3 in the case of registered airmail, five days from the date of posting,

provided that if deemed receipt occurs before 9.00 am on a Business Day the demand, notice or other communication shall be deemed to have been received at 9.00 am on that day and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the demand, notice or other communication shall be deemed to have been received at 9.00 am on the next Business Day. For the purpose of this clause, "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the demand, notice or other communication is left or sent.

13. The address of the Company for the purposes of clause 12.2 is:

address: 58 Waterloo Street, Glasgow, Scotland G2 7DA

for the attention of: [REDACTED]

or such other address as may be notified in writing from time to time by the Company to the Security Agent.

Any demand, notice or other communication given under this Standard Security shall not be validly served if sent by e-mail.

14. The Company consents to the registration of this Standard Security and of any certificate referred to in clause 8 above for preservation.

15. This Standard Security shall be governed by, and construed in accordance with the law of Scotland and the Company prorges the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Security Agent to proceed against the Company in any other appropriate jurisdiction.

16. The Company grants warrandice.

IN WITNESS WHEREOF: these presents consisting of this and the preceding 5 pages together with the Schedule annexed are executed as follows:

They are signed for and on behalf of the Company

at ..
on2021
by ..

.....

before, as witness

.....

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For and on behalf of the Company
.....
.....

Witness

This is the Schedule referred to in the foregoing Standard Security granted by Swan Group (Edinburgh Road) Ltd in favour of Solutus Advisors Limited as Security Agent for the Secured Parties in respect of subjects on the South Side of Edinburgh Road, Glasgow, G33 4EJ

ALL and WHOLE the subjects on the South Side of Edinburgh Road, Glasgow, G33 4EJ being the subjects registered in the Land Register of Scotland under Title Number GLA77752.


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For and on behalf of the Company

