



## Registration of a Charge

LLP name: **CURO (WEST CAMPBELL) LLP**

LLP number: **OC376984**



X5KTVTEO

Received for Electronic Filing: **30/11/2016**

## Details of Charge

Date of creation: **25/11/2016**

Charge code: **OC37 6984 0010**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS  
SECURITY AGENT**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS 140 WEST CAMPBELL  
STREET, GLASGOW G2 4TZ BEING THE SUBJECTS REGISTERED IN THE  
LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA209141**

**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 AS APPLIED BY  
THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF  
COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



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

LLP number: OC376984

Charge code: OC37 6984 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2016 and created by CURO (WEST CAMPBELL) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 30th November 2016 .

Given at Companies House, Cardiff on 1st December 2016

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**STANDARD SECURITY**

by

**CURO (WEST CAMPBELL) LLP**

in favour of

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

as Security Agent

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**Subjects: 140 West Campbell Street, Glasgow**

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**Pinsent Masons**

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**STANDARD SECURITY**

WE, CURO (WEST CAMPBELL) LLP, a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 in England (registered number OC376984) whose registered office is at Unit 9, Kopshop, 6 Old London Road, Kingston Upon Thames, Surrey KT2 6QF (hereinafter referred to as the "Chargor") 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 meanings as are attributed to them under the Facility Agreement (as hereinafter defined); (b) the following words and expressions shall have the respective meanings given to them, namely:-

**"Event of Default"** means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated on or around the date of this Standard Security entered into between, inter alios, the Chargor and the Security Agent, as amended, supplemented, novated, extended or restated from time to time;

**"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 Obligor to any Secured Party under each Finance Document;

**"Security Agent"** means The Governor and Company of the Bank of Ireland, a company registered in Ireland whose registered office is at 40 Mespil Road, Dublin 4 for itself as a Secured Party and in its capacity as security agent and trustee for the Secured Parties, who pursuant to Clause 27 of the Facility Agreement holds the benefit of this Standard Security on trust for the Secured Parties, which expression shall include any successor security agent and trustee appointed from time to time;

and (c) the provisions of Clause 1.2 (Construction) of the Facility Agreement 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; And WE the Chargor HEREBY UNDERTAKE to the Security Agent to pay and discharge the Secured Liabilities when the same are due for payment; For which we the Chargor GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the subjects known as 140 West Campbell Street, Glasgow G2 4TZ being the subjects registered in the Land Register of Scotland under title number GLA209141 (hereinafter referred to as the "**Property**"); 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 (hereinafter, varied as aforesaid, referred to as the "**Act**") shall apply; And the Chargor agrees that (One) the Standard Conditions shall be varied insofar as lawful and applicable by the Facility Agreement under declaration that, in the event of there being any inconsistency between the terms of this Standard Security and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail; (Two) the whole terms, undertakings, powers, rights, provisions and others contained in the Facility Agreement and applicable to the Property shall be incorporated and shall be held to be repeated herein mutatis mutandis; (Three) if the Security Agent shall enter into possession of the Property, the Security Agent shall be entitled (if the Security Agent thinks fit) at the expense and risk of the Chargor 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 occasioned by the exercise of this power but the Security Agent shall, however, be subject to an obligation 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; (Four) the Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof or assign or convey the same interest or any part thereof to any person without the prior written consent of the Security Agent, which consent, if granted, may be so granted subject to such conditions as the Security Agent may see fit to impose and, without prejudice to the effect of Section 13 (1) of the Act (and the foregoing provisions of this Standard Security), if the Security Agent receives notice of any subsequent security or other like interest affecting the Property or any part or parts thereof, the Security Agent shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Security Agent and to open a new account or accounts in place thereof and, if the Security Agent does not do so, the Security Agent 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 Chargor to the Security Agent shall be credited or treated as credited to the

new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when the Security Agent received the notice and, if the Chargor shall have more than one account with the Security Agent, the Security Agent 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; (Five) for the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 if there is an Event of Default which is continuing; (Six) The Security Agent may at any time (without notice or consent) assign this Standard Security to any person and in case of any such assignation, the assignee shall have the benefit of all the obligations by the Chargor and the provisions contained in this Standard Security and may at any time thereafter exercise all rights and remedies of the Security Agent for securing the Secured Liabilities; (Seven) A certificate signed by an authorised signatory on behalf of the Security Agent shall, save in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Standard Security; and (Eight) The Chargor shall, at its own expense, take whatever action the Security Agent may require for (a) perfecting or protecting the security intended to be created by this Standard Security; and (b) facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Agent or to its nominees and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient; Declaring that each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, 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 thereby 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/they are unenforceable; And the Chargor grants warrandice but excepting therefrom the lease between the Chargor and Curo Hotels (West Campbell) Limited dated 16 December 2013 the tenant's interest in which is registered in the Land Register of Scotland under title number GLA218152; And the Chargor consents to the registration hereof and of any certificate referred to in Clause (Seven) above for preservation and execution; This Standard Security will be governed by Scots law and the Chargor hereby prorogates the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents on this and the preceding page are executed as follows:

SUBSCRIBED for and on behalf of  
Curo (West Campbell) LLP  
at EDINBURGH  
on the 22 day  
of NOVEMBER 2016  
by

..... Designated Member

NEIL SMITH GULLAN..... Full Name

before this witness

..... Witness

LAVREN ELIZABETH HART..... Full Name

QUARTERMILE TWO, 2..... Address

LISTER SQUARE, EDINBURGH