



Registration of a Charge

Company Name: **HUTTON PARK LIMITED**

Company Number: **SC266271**



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Details of Charge

Date of creation: **03/11/2021**

Charge code: **SC26 6271 0009**

Persons entitled: **OAKNORTH BANK PLC (AS SECURITY TRUSTEE)**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASE OF ALL AND WHOLE THE PREMISES KNOWN AS HUTTON PARK, 60 GREENOCK ROAD, LARGS, KA30 8PD BEING SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR121816.**

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: **CLYDE & CO (SCOTLAND) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 266271

Charge code: SC26 6271 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd November 2021 and created by HUTTON PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2021 .

Given at Companies House, Edinburgh on 8th November 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**

Date: _____ 2021

STANDARD SECURITY

by

HUTTON PARK LIMITED

(as Transaction Obligor)

in favour of

OakNorth Bank plc

(as Security Trustee)

Subjects: Tenant's interest in a lease of Hutton Park, 60 Greenock Road,
Largs, KA30 8PD being the subjects registered in the Land Register of
Scotland under Title Number AYR121816

Clyde & Co (Scotland) LLP
Albany House
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Edinburgh
EH1 3QR

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STANDARD SECURITY by:

- (1) **HUTTON PARK LIMITED**, incorporated under the Companies Acts (Registered Number SC266271) and having their Registered Office at Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EH (the "**Transaction Obligor**"),

in favour of

- (2) **OAKNORTH BANK PLC** (registered number 8595042) having its registered office at 57 Broadwick Street, Soho, London, W1F 9QA ("the **Security Trustee**").

IT IS AGREED as follows:

1. **Definitions and interpretation**

1.1 In this Standard Security:

"**1970 Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"**Borrower**" means Care Concern Management OA Limited, a company incorporated in England and Wales with registration no. 06216796 whose registered office is at 2nd Floor, The Priory Stomp Road, Burnham, Slough, England, SL1 7LW;

"**Charged Assets**" means the assets of the Transaction Obligor for the time being the subject of any of this Security;

"**Finance Documents**" shall have the meaning ascribed to that term in the Offer Letter;

"**Finance Parties**" shall have the meaning ascribed to the term in the Offer Letter, and "Finance Party" shall mean any of them;

"**Offer Letter**" means loan offer letter to the Borrower from the Security Trustee as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions dated 24 December 2018 as amended and restated pursuant to an amendment and restatement agreement dated 21 June 2019, as amended and restated pursuant to an amendment and restatement agreement dated 23 July 2019, as amended pursuant to an amendment letter dated 1 August 2019, as amended and restated pursuant to an amendment and restatement agreement dated on or around the date of this Standard Security and as amended, restated, varied, extended or supplemented from time to time;

"Secured Obligations" 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 the Security Trustee or any of the Finance Parties;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"Security Subjects" means ALL and WHOLE the Tenant's interest in the lease of ALL and WHOLE the premises known as Hutton Park, 60 Greenock Road, Largs, KA30 8PD being subjects registered in the Land Register of Scotland under Title Number AYR121816.

1.2 Unless the context otherwise requires, any reference in this Standard Security to:

- (a) a Clause or Schedule is a reference to a clause of or schedule to this Standard Security;
- (b) the **"Charged Assets"**, the **"Secured Obligations"** or the **"Security Subjects"** includes a reference to any part of them or it;
- (c) this **"Standard Security"** or any other agreement or document is a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;
- (d) a **"lease"** includes a lease, sub-lease, tenancy agreement and agreement for lease;
- (e) a party to this Standard Security includes its successors and assignees;
- (f) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having a separate legal personality) or two or more of the foregoing;
- (g) any provision of law includes that provision as amended, re-enacted or replaced and includes any subordinate legislation;
- (h) **"this Security"** means any Security created or constituted by this Standard Security;

- (i) the Security having become enforceable is a reference to the Security having become enforceable in accordance with Clause 9 (*When Security becomes enforceable*); and
 - (j) words in the singular include the plural and vice versa and words in one gender include any other gender.
- 1.3 Words and expressions defined in the Offer Letter will have the same meanings when used in this Standard Security, unless expressly defined in this Standard Security or the context otherwise requires.
- 1.4 Headings in this Standard Security are for ease of reference only.
- 2. **Obligation to pay**

The Transaction Obligor shall pay to the Security Trustee or any Finance Party or discharge all the Secured Obligations when due to the Security Trustee or any Finance Party in accordance with the terms of the Finance Documents.
- 3. **Security**

The Transaction Obligor as a continuing security for the payment or discharge of the Secured Obligations hereby grants a standard security in favour of the Security Trustee over the Security Subjects.
- 4. **Standard Conditions**

The standard conditions specific in Schedule 3 to the 1970 Act, and any lawful variation thereof operative for the time being (the "**Standard Conditions**"), shall apply and the Transaction Obligor agrees that the Standard Conditions shall be varied to the effect that wherever and to the extent that the Standard Conditions are inconsistent with the terms of any Finance Document, or place more onerous obligations on the Transaction Obligor than is the case under the terms of any Finance Document, the terms of the Finance Documents shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Finance Documents.
- 5. **Continuing Security**

The Security created, or expressed to be created, by this Standard Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

6. Additional Security

The Security created, or expressed to be created, by this Standard Security:

- (a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (b) may be enforced against the Transaction Obligor without having recourse to any other rights of any Finance Party.

7. Survival of Obligations

The payment obligations of the Transaction Obligors under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

8. Restrictions on dealing and negative pledge

8.1 The Transaction Obligor shall not without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security on or over any Charged Asset (other than this Security and any floating charge in favour of the Security Trustee); or
- (b) sell, assign, convey, transfer or otherwise dispose of any Charged Asset or permit or enter into any agreement for any of the same to occur,

save as otherwise permitted under the Offer Letter.

9. When Security becomes enforceable

9.1 This Security shall become immediately enforceable:

- (a) at any time on or after the occurrence of an Event of Default which is continuing; or
- (b) if the Transaction Obligor so requests the Security Trustee to exercise any of its powers under this Standard Security.

9.2 After this Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

9.3 For the purposes of Standard Condition 9(1)(b) of the Standard Conditions, the Transaction Obligor shall be held to be in default immediately following this Standard

Security becoming enforceable in accordance with Clause 9.1 (*When Security becomes enforceable*).

10. Enforcement of Security

10.1 No person dealing with the Security Trustee will be concerned to enquire whether the Secured Obligations have become payable, or any power which the Security Trustee is purporting to exercise has become exercisable, or any money remains due to the Security Trustee, or how any money paid to the Security Trustee is to be applied.

10.2 At any time after this Security has become enforceable, the Security Trustee may redeem any prior Security against any Charged Asset, and/or procure the transfer of that Security to itself and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Transaction Obligor. All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Transaction Obligor to the Security Trustee on written demand and form part of the Secured Obligations.

10.3 Neither the Security Trustee nor its agents, managers, officers, employees, delegates and advisers shall be liable to any claim, liability, loss, damage or cost incurred or arising in connection with the exercise or purported exercise of any right, power or discretion under this Standard Security in the absence of fraud, gross negligence or wilful misconduct.

11. Application of proceeds

Subject to claims having priority to this Security any moneys received by the Security Trustee or under this Standard Security or otherwise by reason of this Security shall be applied in the following order of priority (but without prejudice to the right of the Security Trustee to recover any shortfall from the Transaction Obligor):

- (a) in satisfaction of or provision for all costs and expenses incurred by the Security Trustee;
- (b) in or towards payment of the Secured Obligations or such part of them as is then due and payable to the Security Trustee in accordance with the terms of the Finance Documents; and

- (c) in payment of the surplus (if any) to the Transaction Obligor or other person entitled to it.

12. Expenses

- (a) All monies, costs and expenses payable by the Transaction Obligor under the Offer Letter shall form part of the Secured Obligations and if unpaid shall bear interest (both before and after judgment) from the date paid or incurred by the Security Trustee until the date of payment or discharge by the Transaction Obligor at a rate equal to any default rate specified in the Offer Letter.
- (b) No default interest shall accrue pursuant to clause 12(a) above to the extent that default interest is already accruing in relation to the relevant unpaid amount under any other Finance Document.

13. Further assurances

The Transaction Obligor shall, at its own expense, take whatever action the Security Trustee may require for perfecting or protecting the Security intended to be created by this Standard Security or for facilitating or effecting the realisation of any Charged Asset or the exercise of any right, power or discretion exercisable by the Security Agent in respect of any Charged Asset, including, but not limited to, the execution and delivery of any transfer, conveyance, assignation, lease or assurance of any asset, the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.

14. Power of attorney

The Transaction Obligor by way of security irrevocably appoints the Security Trustee severally as its attorney (with full power of substitution) on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (a) to do anything which the Transaction Obligor is obliged to do under this Standard Security, but has failed to do within 5 Business Days of the date the Transaction Obligor was obliged so to do; and
- (b) only in circumstances where the Security has become enforceable in accordance with Clause 9 (*When Security becomes enforceable*), to exercise any of the rights conferred on the Security Trustee in relation to the Security Assets or under any Finance Documents or by law.

The Transaction Obligor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this clause.

15. Miscellaneous

- 15.1 This Security is continuing and extends to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.
- 15.2 This Standard Security is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Security Trustee for any of the Secured Obligations.
- 15.3 All payments made by the Transaction Obligor to the Security Trustee under this Standard Security shall be paid in full without set-off or counterclaim and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If the Transaction Obligor is required by law to make any such deduction or withholding or payment the Transaction Obligor shall immediately pay to the Security Trustee such additional amount as will result in the immediate receipt by the Security Trustee of the full amount which would otherwise have been received had no such deduction or withholding or payment been made.
- 15.4 The Security Trustee may set off any matured obligation due from the Transaction Obligor under this Standard Security (to the extent beneficially owned by the Security Trustee) against any matured obligation owed by the Security Trustee to the Transaction Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 15.5 No delay or omission of the Security Trustee in exercising any right or remedy under this Standard Security shall impair or waive such right or remedy, nor shall any single or partial exercise of any right or remedy preclude its further exercise or the exercise of any other right or remedy. The Security Trustee's rights and remedies under this Standard Security are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.
- 15.6 Any provision of this Standard Security which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition

or unenforceability without invalidating the remaining provisions of this Standard Security or affecting the validity or enforceability of such provision in any other jurisdiction.

- 15.7 A certificate or determination by the Security Trustee of the amount of the Secured Obligations outstanding at any time or of any other amount is, in the absence of manifest error, conclusive evidence for all purposes of this Standard Security as against the Transaction Obligor.
- 15.8 Monies received, recovered or realised by the Security Trustee under this Standard Security may in its discretion be held in an interest bearing suspense account until applied by the Security Trustee in or towards the discharge of the Secured Obligations.
- 15.9 A person who is not a party to this Standard Security has no rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Standard Security.

16. Benefit of this Standard Security

- 16.1 This Standard Security shall bind and enure to the benefit of the Transaction Obligor and the Security Trustee and their respective successors.
- 16.2 The Security Trustee may assign or transfer all or any part of its rights and/or obligations under this Standard Security to any person to whom it is permitted to assign or transfer its rights and/or obligations under the Offer Letter in accordance with the terms of the Offer Letter. The Transaction Obligor shall at the Security Trustee's cost enter into any documents reasonably specified by the Security Trustee to be necessary to give effect to such assignation or transfer.
- 16.3 The Transaction Obligor may not assign or transfer all or any part of its rights and/or obligations under this Standard Security.

17. Notices

Clause 26 (Notices) of Part B of the Appendix to the Offer Letter shall be deemed to be incorporated into this Standard Security as if set out in full herein, save that references to "Finance Documents" shall be construed as references to this Standard Security. Notwithstanding the foregoing, any calling up notices or notices of default shall be served in accordance with Sections 19 and 20 (respectively) of the 1970 Act.

18. Waiver of Defences

The obligations and liabilities of the Transaction Obligor under this Standard Security will not be affected by an act, omission or thing (whether or not known to it or the Security Trustee) which, but for this Clause, would reduce, release or prejudice any of such obligations and liabilities or Security including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (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 property of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amalgamation, merger or reconstruction of the Security Trustee with any other person or any sale or transfer of the whole or any part of the assets of the Security Trustee to any other person;
- (g) the existence of any claim, set-off or other rights which any other person may have at any time against the Lender, whether in connection with the Finance Documents or otherwise;
- (h) any novation, amendment (however fundamental) or replacement of a Finance Documents or any other document or Security;
- (i) any obligation of any person under any Finance Documents or any other document or Security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or
- (j) any insolvency or similar proceedings.

19. **Governing law**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by the laws of Scotland.

20. **Enforcement**

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

20.2 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.

20.3 This Clause 20 is for the benefit of the Security Trustee only. As a result, the Security Trustee 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 Trustee may take concurrent proceedings in any number of jurisdictions.

21. **Warrandice**

The Transaction Obligor grants warrandice.

22. **Consent to Registration**

The Transaction Obligor consents to the registration of these presents for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding ten pages are executed as follows:

For and on behalf of HUTTON PARK LIMITED by:


signature of manager/witness

CLAIRE COLQUHOUN
full name of above (print)


Address of witness (if relevant)


signature of authorised signatory

Manpreet Johal
full name of above (print)

5 MAY 2021
date of signing
place of signing 