



Registration of a Charge

Company name: **DAVIOT CARE LIMITED**

Company number: **SC366490**

Received for Electronic Filing: **21/08/2020**



X9BWC73D

Details of Charge

Date of creation: **04/08/2020**

Charge code: **SC36 6490 0015**

Persons entitled: **HSBC UK BANK PLC (AS SECURITY AGENT)**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING KINCAID HOUSE NURSING HOME, OAKFIELD TERRACE, GREENOCK, PA15 2AH, BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER REN117928**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FIONA ARMOUR, MACROBERTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 366490

Charge code: SC36 6490 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th August 2020 and created by DAVIOT CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2020 .

Given at Companies House, Edinburgh on 24th August 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

by

Daviot Care Limited

in favour of

HSBC UK Bank plc (as Security Agent)

**Property: Kincaid House Nursing Home, Oakfield Terrace,
Greenock, PA15 2AH**

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Scottish Commercial Security Conditions (2018 edition).

- HSBC UK Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in this Standard Security. What this means is that both present and future debts, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the Scottish Commercial Security Conditions contain other terms which affect you.

This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.

STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

Security Agent:	HSBC UK BANK plc , a company incorporated under the Companies Acts (Company Number 09928412) and having a place of business at Securities Processing Centre, P O Box 6304, Coventry CV3 9JY in its capacity as security agent for itself and for the Secured Parties under and in terms of the Facility Agreement defined below and its successors and assignees.
Proprietor:	DAVIOT CARE LIMITED , a company incorporated under the Companies Acts (Company Number SC366490) and having its Registered Office formerly at Meallmore, Daviot, Inverness, IV2 5XQ and now at Caulfield House, Cradlehall Business Park, Inverness, IV2 5GH.
Debt:	<p>All money and liabilities whatever, whenever and however incurred, whether now or in the future due, or becoming due, from any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity. This includes, but is not limited to:</p> <ul style="list-style-type: none">(a) overdrafts, personal and other loans or facilities and further advances of money;(b) guarantees and indemnities to the Security Agent and any of the Proprietor's contingent liabilities;(c) discount, commission and other lawful charges and expenses;(d) interest in accordance with any agreement between an Obligor and the Security Agent and, if there is no agreement, interest on any money and liabilities due from an Obligor at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Security Agent's then current practice. Interest as above applies before and after any demand or judgement;(e) money agreed to be paid under paragraph 14 of the Scottish Commercial Security Conditions.
Facility Agreement:	The £40,521,000 Term Facilities Agreement dated on or around the date hereof between (inter alia) the Proprietor, HSBC UK Bank plc as Arranger, Original Lender, Agent and the Security Agent (as amended, supplemented, novated, extended or restated from time to time).
Property:	Kincaid House Nursing Home, Oakfield Terrace, Greenock, PA15 2AH, as more fully described in Part 1 of the Schedule.
Schedule:	The Schedule (in three parts) annexed to this Standard Security.
Scottish Commercial Security Conditions:	The Scottish Commercial Security Conditions (2018 edition) dated 27 June 2018 and registered in the Books of Council and Session on 29 June 2018 and any variation or extension of those Conditions. Words defined in the Scottish Commercial Security Conditions have the same meaning in this Standard Security and, for the avoidance of doubt, the Security Agent is referred to in the Scottish Commercial Security Conditions as 'the Bank'

Unless the context requires otherwise or unless defined above, words and expressions defined in the Facility Agreement shall have the same meaning when used in this Standard Security.

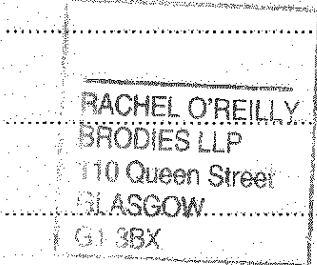
1. The Proprietor undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) to pay and discharge the Debt to the Security Agent in accordance with the Finance Documents.
2. The Proprietor undertakes to comply fully with the Scottish Commercial Security Conditions, the terms of which are incorporated into this Standard Security. The Proprietor acknowledges having received a copy of the Scottish Commercial Security Conditions.
3. The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Security Agent over the Property. The Security Agent holds the benefit of the Standard Security for itself and on trust for the Secured Parties.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Commercial Security Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Proprietor grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.
7. A certificate signed by any manager or officer of the Security Agent as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Proprietor.
8. It is hereby declared that the Security Agent 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, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents. The Security Agent owes no fiduciary duty to the Proprietor or any of its directors, employees, agents or Affiliates. Notwithstanding any provision of this Standard Security, in acting under and in accordance with this Standard Security the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the Facility Agreement and at any time and where it acts or refrains from acting in accordance with the instructions of Secured Parties entitled to give the Security Agent instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.
9. In the case of any conflict or inconsistency between the terms of this Standard Security (including, for the avoidance of doubt, the Scottish Security Commercial Conditions) and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail. In particular:
 - (i) where the Proprietor is permitted or not prohibited from taking any step or action or doing anything under the Facility Agreement, nothing in this Standard Security (including, for the avoidance of doubt, the Scottish Security Commercial Conditions) will prevent the Proprietor from taking such step or action and doing such thing; and
 - (ii) to the extent that any undertaking, covenant or obligation contained in this Standard Security (including, for the avoidance of doubt, the Scottish Security Commercial Conditions) conflicts with, is inconsistent with or is more onerous than any equivalent undertakings, covenants or obligations applicable to the Proprietor in the Facility Agreement then, for so long as the Facility Agreement is in place, compliance with the relevant undertakings, covenants or obligations applicable to the Proprietor in the Facility Agreement shall be deemed to be compliance with the relevant undertaking, covenant or obligation in this Standard Security (including, for the avoidance of doubt, the Scottish Security Commercial Conditions).

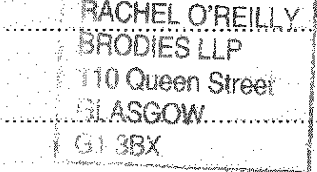
10. The Proprietor consents to the registration of this Standard Security and of any certificate referred to above for execution.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages and the Schedule annexed are executed by the Proprietor as follows:

 Director/ ~~SECRETARY~~ GAVIN MACKENZIE

 Director/Secretary/Witness

 Witness full name (if applicable)

 Witness address (if applicable)

At GLASGOW

On the 10 day of JULY Two thousand and twenty

Please remember to sign the Schedule

This is the Schedule referred to in the foregoing Standard Security by Daviot Care Limited in favour of HSBC UK Bank plc (as Security Agent)

PART 1

Description of the Property secured in favour of the Security Agent

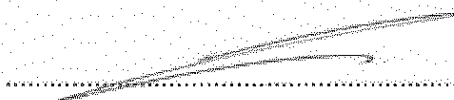
ALL and WHOLE the subjects known as and forming Kincaid House Nursing Home, Oakfield Terrace, Greenock, PA15 2AH, being the whole subjects registered in the Land Register of Scotland under Title Number REN117928; TOGETHER WITH (One) the buildings and other erections thereon; (Two) the whole rights, common, mutual and exclusive pertaining thereto; (Three) the parts, privileges and pertinents thereof; (Four) free ish and entry therefrom and thereto; and (Five) the Proprietor's whole right, title and interest, present and future, therein and thereto.

PART 2

NONE

PART 3

NONE

 Director/ *SECRETARY*

.....Director/Secretary