



CHWP000

COMPANIES FORM No. 466(Scot)

**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland****466**

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write in
this margin*

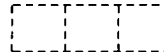
Pursuant to section 410 and 466 of the Companies Act 1985

*Please complete
legibly, preferably
in black type, or
bold block lettering*

** insert full name
of company*

To the Registrar of Companies
(Address overleaf - Note 5)

For official use



Company number

SC366490

Name of company

*** Daviot Care Limited (the "Company")**

Date of creation of the charge (note 1)

25 November 2009

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Floating Charge

Names of the persons entitled to the charge

Meallmore Limited

Short particulars of all the property charged

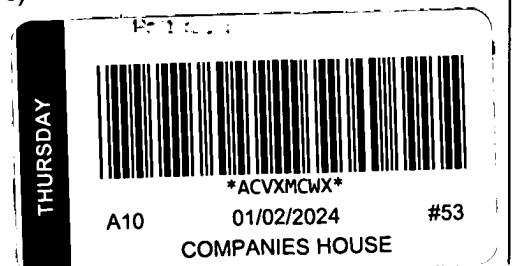
The whole of the property (including uncalled capital) which is or may from time to time, be comprised
in the property and undertaking of the Company.

Presenter's name address and
reference (if any):

Brodies LLP
110 Queen Street
Glasgow
G1 3BX
KNI/ANT17.11

For official use (02/06)

Charges Section



Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See Paper Apart 1

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write in
this margin*

***Please complete
legibly, preferably
in black type, or
bold block lettering***

Date(s) of execution of the instrument of alteration

Executed on 18 and 22 January 2024 and delivered on 23 January 2024

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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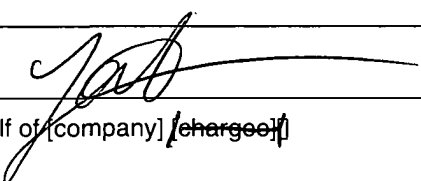
*Please complete
legibly, preferably
in black type, or
bold block lettering*

See Paper Apart 2

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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write in
this margin*

***Please complete
legibly, preferably
in black type, or
bold block lettering***

Signed  Date 31-1-24

On behalf of [company] ~~[chargee]~~

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh

THIS IS THE PAPER APART TO THE FORM 466 IN RESPECT OF THE ALTERATION TO A BOND AND FLOATING CHARGE BETWEEN (1) DAVIOT CARE LIMITED (2) HSBC UK BANK PLC (AS SECURITY AGENT) DATED 23 JANUARY 2024.

PAPER APART 1

Names, and addresses, of the persons who have executed the instrument of alteration:

- (1) **HSBC UK BANK PLC** incorporated under the Companies Acts in England and Wales (Registered Number 09928412) and having its registered office at 1 Centenary Square, Birmingham B1 1HQ in its capacity as security agent for itself and for the Secured Parties under the terms of the Facility Agreement (the "**Security Agent**", which expression shall include its successors and assignees as trustee foresaid from time to time);
- (2) **MEALLMORE LIMITED** a company incorporated under the Companies Acts in Scotland (Registered Number SC100157) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Meallmore**");
- (3) **ANTONINE CARE LIMITED** registered under the Companies Acts in Scotland (Registered Number SC365599) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Antonine**"); and
- (4) **DAVIOT CARE LIMITED** registered under the Companies Acts in Scotland (Registered Number SC366490) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Daviot**").

THIS IS THE PAPER APART TO THE FORM 466 IN RESPECT OF THE ALTERATION TO A BOND AND FLOATING CHARGE BETWEEN (1) DAVIOT CARE LIMITED AND (2) HSBC UK BANK PLC DATED 23 JANUARY 2024.

PAPER APART 2

Ranking of Securities

The Charges shall be ranked and preferred on the assets respectively secured thereby and on the rents thereof and on the proceeds thereof in the event of a sale of the same in the following order of priority, namely:-

FIRST the Security Agent Standard Securities to the extent of all sums secured thereby;

SECOND the Security Agent Floating Charges to the extent of all sums secured thereby; and

THIRD the Meallmore Floating Charges to the extent of all sums secured thereby.

Definitions

"Antonine House Standard Security" means the standard security granted by Antonine in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number DMB78944 as security for all sums due or to become due by Antonine to the Secured Parties;

"Auchtercrag House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number ABN63290 as security for all sums due or to become due by Daviot to the Secured Parties;

"Belleaire House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number REN123639 as security for all sums due or to become due by Daviot to the Secured Parties;

"Charges" means the Security Agent Floating Charges, the Security Agent Standard Securities and the Meallmore Floating Charges and **"Charge"** means any one of them;

"Crimond House Standard Security" means the standard security granted by Antonine in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number ABN59272 as security for all sums due or to become due by Antonine to the Secured Parties;

"Facility Agreement" means the term facility agreement dated 23 January 2024 between (inter alia) the Obligors and HSBC UK Bank plc as Arranger, Original Lender, Agent and Security Agent (as amended, supplemented, novated, extended or restated from time to time);

"Forthland Lodge Standard Security" means the standard security granted by Antonine in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number MID82345 as security for all sums due or to become due by Antonine to the Secured Parties;

"Grove House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number ABN76692 as security for all sums due or to become due by Daviot to the Secured Parties;

"Kincaid House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number REN117928 as security for all sums due or to become due by Daviot to the Secured Parties;

"Kinmylies House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number INV25444 as security for all sums due or to become due by Daviot to the Secured Parties;

"Kynnaird House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number ABN59261 as security for all sums due or to become due by Daviot to the Secured Parties;

"Meallmore Floating Charges" means:-

- (a) the floating charge granted by Antonine in favour of Meallmore created on 18 March 2010 and registered with the Registrar of Companies on 24 March 2010, as security for all sums due or to become due by Antonine to Meallmore; and
- (b) the floating charge granted by Daviot in favour of Meallmore created on 25 November 2009 and registered with the Registrar of Companies on 10 December 2009 as security for all sums due or to become due by Daviot to Meallmore;

"Meallmore Lodge Standard Securities" means the standard securities granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number INV25445 and in the Land Register of Scotland under Title Number INV14168, as security for all sums due or to become due by Daviot to the Secured Parties;

"Obligors" means Antonine and Daviot, each a **"Obligor"** and together the **"Obligors"**;

"Redwoods House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated 18 January 2024 and registered in the Land Register of Scotland under Title Number ROS4875, as security for all sums due or to become due by Daviot to the Secured Parties;

"Secured Parties" has the meaning given to it in the Facility Agreement;

"Security Agent Floating Charges" means:-

- (a) the floating charge granted by Antonine in favour of the Security Agent dated 23 January 2024 and registered with the Registrar of Companies as security for sums due or to become due by Antonine to the Secured Parties; and
- (b) the floating charge granted by Daviot in favour of the Security Agent dated 23 January 2024 and to be registered with the Registrar of Companies as security for sums due or to become due by Daviot to the Secured Parties; and

"Security Agent Standard Securities" means the Antonine House Standard Security, the Crimond House Standard Security, the Forthland Lodge Standard Security, the Kinmylies House Standard Security, the Kynnaird House Standard Security, the Meallmore Lodge Standard Securities, the Redwoods House Standard Security, the Kincaid House Standard Security, the Grove House Standard Security, the Auchtercrag House Standard Security and the Belleaire House Standard Security.

DELIVERED ON 23 JANUARY 2024

RANKING AGREEMENT

among

HSBC UK BANK PLC

MEALLMORE LIMITED

ANTONINE CARE LIMITED

DAVIOT CARE LIMITED

**In respect of certain security granted by Antonine Care
Limited and Daviot Care Limited**

We certify that, save for material
redacted pursuant to s.859G of the
Companies Act 2006, this copy instrument is a
correct copy of the original instrument

Pinsent Masons LLP
20/1/24



Pinsent Masons

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Ranking Agreement (delivered on the 23rd day of JANUARY 2024)

AMONG:-

- (1) **HSBC UK BANK PLC** incorporated under the Companies Acts in England and Wales (Registered Number 09928412) and having its registered office at 1 Centenary Square, Birmingham B1 1HQ in its capacity as security agent for itself and for the Secured Parties under the terms of the Facility Agreement defined below (the "**Security Agent**", which expression shall include its successors and assignees as trustee foresaid from time to time);
- (2) **MEALLMORE LIMITED** a company incorporated under the Companies Acts in Scotland (Registered Number SC100157) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Meallmore**");
- (3) **ANTONINE CARE LIMITED** registered under the Companies Acts in Scotland (Registered Number SC365599) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Antonine**"); and
- (4) **DAVIOT CARE LIMITED** registered under the Companies Acts in Scotland (Registered Number SC366490) and having its registered office at Caulfield House, Cradlehall Business Park, Inverness IV2 5GH ("**Daviot**");

(Antonine and Daviot each a "**Obligor**" and together the "**Obligors**")

WHEREAS:-

- (A) The Obligors have granted or will grant in favour of the Security Agent, the Security Agent Security (as hereinafter defined).
- (B) The Obligors have granted in favour of Meallmore, the Meallmore Floating Charges (as hereinafter defined).
- (C) It is a condition precedent to the Facility Agreement (as hereinafter defined) that the Obligors and Meallmore enter into this Agreement.
- (D) The parties hereto have agreed to enter into this ranking agreement for the purpose of regulating the ranking and preference of the Security Agent Security and the postponement of the Meallmore Floating Charges (each as defined herein).
- (E) This Agreement is a Finance Document for the purposes of the Facility Agreement.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"Antonine House Standard Security" means the standard security granted by Antonine in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number DMB78944 as security for all sums due or to become due by Antonine to the Secured Parties

"Auchtercrag House Standard Security" means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number ABN63290 as security for all sums due or to become due by Daviot to the Secured Parties

"Belleaire House Standard Security"	means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number REN123639 as security for all sums due or to become due by Daviot to the Secured Parties
"CFRSA"	means the Conveyancing and Feudal Reform (Scotland) Act 1970
"Charges"	means the Security Agent Floating Charges, the Security Agent Standard Securities and the Meallmore Floating Charges and "Charge" means any one of them
"Creditors"	means the Security Agent (in its capacity as security agent for itself and for the Secured Parties) and Meallmore and "Creditor" means either of them
"Crimond House Standard Security"	means the standard security granted by Antonine in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number ABN59272 as security for all sums due or to become due by Antonine to the Secured Parties
"Facility Agreement"	means the term facility agreement dated on or around the date of this Agreement between (inter alia) the Obligors and HSBC UK Bank plc as Arranger, Original Lender, Agent and Security Agent (as amended, supplemented, novated, extended or restated from time to time)
"Forthland Lodge Standard Security"	means the standard security granted by Antonine in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number MID82345 as security for all sums due or to become due by Antonine to the Secured Parties
"Grove House Standard Security"	means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number ABN76692 as security for all sums due or to become due by Daviot to the Secured Parties
"Kincaid House Standard Security"	means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number REN117928 as security for all sums due or to become due by Daviot to the Secured Parties
"Kinmylies House Standard Security"	means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number INV25444 as security for all sums due or to become due by Daviot to the Secured Parties
"Kynnauld House Standard Security"	means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number ABN59261 as security for all sums due or to become due by Daviot to the Secured Parties

"Meallmore Floating Charges"

means:-

- (a) the floating charge granted by Antonine in favour of Meallmore created on 18 March 2010 and registered with the Registrar of Companies on 24 March 2010, as security for all sums due or to become due by Antonine to Meallmore and
- (b) the floating charge granted by Daviot in favour of Meallmore created on 25 November 2009 and registered with the Registrar of Companies on 10 December 2009 as security for all sums due or to become due by Daviot to Meallmore

"Meallmore Lodge Standard Securities"

means the standard securities granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered (1) in the Land Register of Scotland under Title Number INV25445 and (2) in the Land Register of Scotland under Title Number INV14168, as security for all sums due or to become due by Daviot to the Secured Parties

"Redwoods House Standard Security"

means the standard security granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered in the Land Register of Scotland under Title Number ROS4875 as security for all sums due or to become due by Daviot to the Secured Parties

"Secured Parties"

has the meaning given to that term in the Facility Agreement

"Security Agent Floating Charges"

means:-

- (a) the floating charge granted by Antonine in favour of the Security Agent dated on or around the date of this Agreement and to be registered with the Registrar of Companies as security for sums due or to become due by Antonine to the Secured Parties and
- (b) the floating charge granted by Daviot in favour of the Security Agent dated on or around the date of this Agreement and to be registered with the Registrar of Companies as security for sums due or to become due by Daviot to the Secured Parties

"Security Agent Security"

means the Security Agent Standard Securities and the Security Agent Floating Charges

"Security Agent Standard Securities"

means the Antonine House Standard Security, the Crimond House Standard Security, the Forthland Lodge Standard Security, the Kinmylies House Standard Security, the Kynnaire House Standard Security, the Meallmore Lodge Standard Securities, the Redwoods House Standard Security, the Kincaid House Standard Security, the Grove House Standard Security, the Auchtercrag House Standard Security and the Belleaire House Standard Security

1.2 Construction

- 1.2.1 Clause 1.2 (*Construction*) of the Facility Agreement will apply as if incorporated in this Agreement or in any notice given under or in connection with this Agreement, as if all references in such Clauses to the Facility Agreement were a reference to this Agreement or such notice.

- 1.2.2 without prejudice to any requirement to procure consent to the same, the expressions "Security Agent", "Secured Party", "Borrower", "Antonine", "Daviot", "Meallmore", "Alderwood House Limited" and "Mearns Care Limited" include their successors, permitted assigns and permitted transferees.
- 1.2.3 Reference to any statutory provision shall be deemed to include reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and to any order, regulation, instrument or other subordinate legislation made under the relevant statute.
- 1.2.4 Any agreement, document or instrument referred to herein is a reference to that agreement, document or instrument as amended, novated, supplemented, extended or restated.
- 1.2.5 Where any Charge ranks with any other Charge, such ranking shall be upon the assets secured thereby.
- 1.2.6 All defined terms shall be read in accordance with what the context requires and, without prejudice to the generality thereof, the inadvertent substitution of a lower case for an upper case in the first letter of any defined term or the inadvertent inclusion or omission of a definite or indefinite article shall not be deemed to be material.

1.3 Conflicts

To the extent that this Agreement conflicts with any of the terms of any documents constituting indebtedness owed by the Obligors to Meallmore or the Secured Parties (including the Facility Agreement) the parties to this Agreement agree that the terms of this Agreement shall prevail.

2. OVERRIDING EFFECT

The provisions of this Agreement shall apply and be given effect to and the Charges shall rank in the order specified in Clause 3 notwithstanding any of the following:-

- 2.1 sections 464 and 466 of the Companies Act 1985;
- 2.2 the terms of the Charges or any of them;
- 2.3 the dates of creation or registration or intimation of the Charges;
- 2.4 the date or dates on which the Creditors or any of them may have made or may hereafter make advances to the Obligors;
- 2.5 the date or dates on which sums due or becoming due to any of the Creditors have been or shall become due;
- 2.6 any composition of or fluctuations in such sums or the existence at any time of a credit balance on any current or other account with any of the Creditors; or
- 2.7 section 16 of the CFRSA.

3. RANKING OF CHARGES

The Charges shall be ranked and preferred on the assets respectively secured thereby and on the rents thereof and on the proceeds thereof in the event of a sale of the same in the following order of priority, namely:-

- 3.1 FIRST the Security Agent Standard Securities to the extent of all sums secured thereby;
- 3.2 SECOND the Security Agent Floating Charges to the extent of all sums secured thereby; and
- 3.3 THIRD the Meallmore Floating Charges to the extent of all sums secured thereby.

4. FLUCTUATING ADVANCES

Notwithstanding the provisions of section 13 of CFRSA and sections 464 and 466 of the Companies Act 1985 or any other rule of law which might operate to the contrary effect, the foregoing provisions as to ranking shall be valid and effective irrespective of the date or dates on which sums advanced or to be advanced by the Secured Parties or Meallmore to the Obligors have been or shall be drawn out by or debited to the Obligors, the Secured Parties and Meallmore having no concern over the composition of or fluctuations in the sum or sums due by the Obligors to any of the other parties hereto.

5. VARIATION OF SECURITIES

In so far as necessary to give effect to the provisions of this agreement, the Charges are hereby varied and this Agreement shall constitute an instrument of alteration for the purposes of section 466 of the Companies Act 1985.

6. TIME OR INDULGENCE

Each of the Creditors shall be entitled, without reference to the other Creditor, to grant time or indulgence to the Obligors and to release, compound or otherwise deal with, exchange, modify or abstain from perfecting or enforcing any of the rights which it may now or hereafter have against the Obligors or otherwise, provided that the same shall not prejudice the rights of any such Creditor under this Agreement.

7. ENFORCEMENT, CLAIMS ON INSOLVENCY AND OTHER RIGHTS

7.1 Meallmore undertakes that it shall not take any enforcement action (including the appointment of a receiver or administrator of either Obligor's assets) in relation to the Meallmore Floating Charges without the prior written consent of the Security Agent.

7.2 The parties hereto agree that the Security Agent shall be entitled, without consent, to exercise its rights upon and in relation to, inter alia, insolvency and enforcement of the Security Agent Security in any manner it thinks fit.

8. INSURANCE MONIES

Any monies received by the parties hereto in respect of any insurance covering any assets secured by the Charges, or any of them, shall be applied in repairing, replacing or reinstating any such assets destroyed, damaged or lost or otherwise in such manner as the Creditors and the relevant Obligor may, from time to time, agree.

9. DISCLOSURE OF INFORMATION

The Creditors shall be at liberty, from time to time, to disclose to each other information concerning the affairs of the Obligors in such a manner and to such extent as the Creditors shall, from time to time, desire.

10. CO-OPERATION

Meallmore will take all necessary steps to reflect the priority of the Security Agent Security (as set out in Clause 3 (*Ranking of Charges*)) in any register or with any filing or registration authority.

11. COMPENSATION

The Creditors hereby agree that, if this Agreement is regarded by any one or more liquidators, receivers, administrators or administrative receivers of the Obligors as failing to bind him or them, any party or parties who will have benefited as a result of any action by any one or more liquidators or others aforesaid will forthwith compensate the party or parties who will have been correspondingly prejudiced to the extent of the aforesaid provisions as to ranking.

12. **AMENDMENTS**

No amendment may be made to this Agreement (whether in writing or otherwise) without the prior written consent of all the parties hereto.

13. **CONSENTS**

Meallmore consents to the creation and continuance of the Security Agent Security and the Security Agent consents to the continuance of the Meallmore Floating Charges.

14. **FURTHER ASSURANCE**

Meallmore and each Obligor agrees that they will promptly, at the direction of the Security Agent, execute and deliver at their own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of the ranking effected by, and their obligations under this Agreement.

15. **SEPARATE PROVISIONS**

If any provision of this Agreement is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality or enforceability of any other provision.

16. **SECURITY AGENT PROVISIONS**

16.1 The Security Agent executes this Agreement as security agent 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 Agreement 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.

16.2 The Security Agent owes no fiduciary duty to either Obligor or any of its directors, employees, agents or Affiliates (as defined in the Facility Agreement).

16.3 Notwithstanding any provision of this Agreement, in acting under and in accordance with this Agreement 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.

17. **GOVERNING LAW AND ENFORCEMENT**

17.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Scots law.

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

17.3 The parties hereto 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.

17.4 This Clause 17 is for the benefit of the Security Agent only. 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.

18. COUNTERPARTS, DELIVERY ETC

18.1 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

18.2 Where this Agreement is executed in counterparts:-

18.2.1 it shall not take effect until all counterparts have been delivered;

18.2.2 all counterparts shall be held as undelivered until the parties agree the date on which they are to be treated as delivered; and

18.2.3 such date of delivery shall be inserted in the blank provided for that purpose on page 1 of this Agreement.

IN WITNESS WHEREOF these presents consisting of this and the preceding six pages are executed by the parties as follows

Subscribed for MEALLMORE LIMITED
at GLASGOW
on 18 JANUARY 2024
by

CILLIAN HENNESSEY
Full Name (Director/Secretary)
before this witness

KATIE NICHOLSON
Full Name (Witness)
BRODIES LLP, 110 QUEEN ST,
GLASGOW, G1 3BX

Address

Signature of Director/Secretary

Signature of Witness

THE OBLIGORS

Subscribed for ANTONINE CARE LIMITED
at GLASGOW
on 18 JANUARY 2024
by

CILLIAN HENNESSEY
Full Name (Director/Secretary)
before this witness

KATIE NICHOLSON
Full Name (Witness)
BRODIES LLP, 110 QUEEN ST,
GLASGOW, G1 3BX

Address

Signature of Director/Secretary

Signature of Witness

Subscribed for DAVIOT CARE LIMITED
at GLASGOW
on 18 JANUARY 2021
by

CILLIAN HENKESSEY
Full Name (Director/Secretary)
before this witness

KATIE NICHOLSON
Full Name (Witness)
BROOKS LLP, 110 QUEENST
GLASGOW, G1 3BX

Address

Signature of Director/Secretary

Signature of Witness

THE SECURITY AGENT

Subscribed for HSBC UK BANK PLC
at
on
by

Full Name (Authorised Signatory)
before this witness

Full Name (Witness)

Address

Signature of Authorised Signatory

Signature of Witness

Subscribed for DAVIOT CARE LIMITED
at
on
by

Signature of Director/Secretary

Full Name (Director/Secretary)
before this witness

Full Name (Witness)

Signature of Witness

Address

THE SECURITY AGENT

Subscribed for HSBC UK BANK PLC
at LONDON
on 22nd January 2024
by

Signature of Authorised Signatory

LEAH RICHMOND
Full Name (Authorised Signatory)
before this witness

HARRIET ROGERS
Full Name (Witness)

Signature of Witness

ROBERT MASONS LLP,
LONDON OFFICE ECLIPSE
Address



FILE COPY

CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number: 366490

Charge code: SC36 649 0 0002

I hereby certify that particulars of an instrument of alteration dated 23rd January 2024 were delivered pursuant to section 466 of the Companies Act 1985 on 1st February 2024 .

The instrument relates to a charge created on 25th November 2009 by DAVIOT CARE LIMITED in favour of MEALLMORE LIMITED.

Given at Companies House, Edinburgh on 2nd February 2024



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**