



Registration of a Charge

Company name: **Advanced Specialist Care Limited**

Company number: **SC096630**



X6E2QA9N

Received for Electronic Filing: **01/09/2017**

Details of Charge

Date of creation: **28/08/2017**

Charge code: **SC09 6630 0014**

Persons entitled: **TRIODOS BANK NV**

Brief description: **SUBJECTS AT DALGUISE CENTRE, ORCHARD COURT AND THE GRANGE CARE HOME, BALBEGGIE PH2 6AT - FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 96630

Charge code: SC09 6630 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th August 2017 and created by Advanced Specialist Care Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2017 .

Given at Companies House, Edinburgh on 4th September 2017

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**



ADVANCED SPECIALIST CARE LIMITED

in favour of

TRIODOS BANK NV

STANDARD SECURITY

Dalguise Centre, Orchard Court
and the Grange Care Home
Balbeggie
PH2 6AT

STANDARD SECURITY

By

Advanced Specialist Care Limited, a company incorporated and registered in Scotland (company number SC096630) the registered office of which is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth PH1 1RA ("**the Chargor**")

In favour of

Triodos Bank NV, a company incorporated in the Netherlands (UK Branch registered in England No BR 3012) the principal place of business of which in the United Kingdom is at Deanery Road, Bristol BS1 5AS ("**the Lender**")

Over

Subjects at Dalguise Centre, Orchard Court and the Grange Care Home, Balbeggie PH2 6AT, being the subjects more particularly described in the Schedule annexed to this Standard Security ("**the Property**").

In respect of all money and liabilities whether certain or contingent (including further advances made hereafter by the Lender and secured directly or indirectly by this Standard Security) which now are or at any time hereafter may be due owing or incurred by the Chargor to the Lender or for which the Chargor may be or become liable to the Lender on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment at such rate as may from time to time be charged by the Lender in accordance with its usual practice and commission and other banking charges and any legal and other proper costs, charges and expenses incurred by the Lender in relation to this Standard Security or in enforcing this Standard Security on a full and unqualified indemnity basis ("**the Secured Liabilities**").

Other defined terms used in this Standard Security are as set out in Clause 11.

1. Undertaking to Pay Secured Liabilities

The Chargor:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Lender when the same become due and payable;
- 1.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) at the rate per annum which is 2% above the interest ordinarily payable on the Secured Liabilities from the due date until paid in full; and
- 1.3 agrees with the Lender that a certificate signed by or on behalf of the Lender as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

2. Standard Security

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Lender a standard security over the Property.

3. Standard Conditions

Subject to Clause 4, the Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

4. Conditions

The Chargor hereby acknowledges and agrees that (and the Standard Conditions will be varied as necessary to the effect that):

4.1 Insurance

- 4.1.1 The Chargor shall obtain and maintain, or procure that there is obtained and maintained insurance of the Property and the plant and machinery on the Property (including fixtures and improvements) on a full reinstatement basis, and third party liability insurance;
- 4.1.2 The Chargor shall apply all monies received or receivable under any insurance in respect of the Property towards replacing, restoring or reinstating the Property (other than where the Lender has determined, acting reasonably, that it is not commercially appropriate to do so);
- 4.1.3 To the extent that any insurance policy does not restrict the proceeds of insurance under that policy being used to prepay any Secured Liabilities, the proceeds of insurance shall, if at the relevant time this Standard Security has become enforceable, be used to prepay the Secured Liabilities;

4.2 Occupation and Letting of the Property

Except to the extent permitted under any loan agreement entered into between the Chargor and the Lender, the Chargor will not without the prior written consent of the Lender (such consent not to be unreasonably withheld):

- 4.2.1 part with occupation of the Property or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Property or any part; or
- 4.2.2 grant or accept the surrender of, vary, terminate, renew or extend any lease of all or any part of the Property;

4.3 Environmental

- 4.3.1 The Chargor will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Property or any part of it which could lead to the Chargor incurring any costs or liabilities or committing any offence under any environmental law;
- 4.3.2 The Chargor shall indemnify the Lender and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of environmental law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Property;
- 4.3.3 The Chargor will ensure that it complies in all material respects with the terms of all environmental laws and will notify the Lender immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Property and immediately following

receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Property;

4.4 Planning Permissions

Except to the extent permitted under any loan agreement entered into between the Chargor and the Lender, the Chargor will not without the prior written consent of the Lender (such consent not to be unreasonably withheld):

- 4.4.1 make either directly or indirectly any application for planning permission of any kind in relation to the Property or any part of the Property; or
- 4.4.2 carry out any building works or structural alterations or alterations of the Property or permit any development or change of use of the Property or remove from the Property any of the fixtures or fittings from the time being thereon (and the Chargor shall immediately report to the Lender any notice or order or requirement received from whatever source in relation to the Property);

4.5 Negative Pledge and Further Assurance

- 4.5.1 The Chargor undertakes to the Lender that it will not, except for a Permitted Encumbrance, create or allow to subsist any Encumbrance over the Property or any part of the Property. In the event that the Chargor creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance;
- 4.5.2 The Chargor will, if and when required by the Lender, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Lender necessary in order to perfect or enhance the Lender's security under this Standard Security or to enable the Lender to enforce or exercise any of the powers available under this Standard Security;

4.6 Transfer

The Chargor will not transfer the Property or any part of it;

4.7 Compulsory Purchase Order

If the Property or any part is compulsorily purchased or requisitioned or is the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights of the Chargor to compensation by reason of such acquisition will be held to be assigned to the Lender, with full power to the Lender to negotiate, agree and adjust the amount of any such compensation;

4.8 Summary Ejection etc.

- 4.8.1 The Lender may, at any time after it has become entitled to enter into possession of the Property, serve notice upon the Chargor requiring it to vacate the Property within a period of seven days and the Chargor will upon the expiry of that period vacate the Property so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the request of the Lender;
- 4.8.2 At any time after its power of sale has become exercisable, the Lender may:

- 4.8.2.1 enter on the Property and carry out and contract for the carrying out of any alteration to the Property or other works on the Property;
 - 4.8.2.2 dedicate any part or parts of the Property for highways; and
 - 4.8.2.3 make any exchange or arrangement as to boundaries with neighbours;
- 4.8.3 If at the time of entry into possession or receipt of the rents and profits of the Property by the Lender, the Property or any part of the Property is let under a furnished tenancy which becomes binding on the Lender the Lender shall be entitled to receive and apply the whole of the rent payable under that tenancy as if it were rent of the Property. The Lender will not be required to make any apportionment of that rent between the Property and any of the furniture or goods included in the tenancy. The Lender irrevocably appoints the Lender as its attorney to serve any notice with power to sign, execute, seal and deliver any notice, deed or document necessary to give effect to such notice;
- 4.8.4 At any time after taking possession, the Lender may give up possession on giving notice to the Chargor;
- 4.8.5 The powers conferred by this Standard Security on the Lender are in addition to and do not limit all other powers and remedies competent to the Lender by statute or at common law or otherwise for recovering or enforcing payment of any money due to the Lender by the Chargor;

4.9 Continuing Security

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities;

4.10 Assignment

The Lender may sell, assign, novate or otherwise transfer all or any part of its rights or obligations under this Standard Security to any person and the Chargor consents to the disclosure by the Lender of any information and documentation concerning the Chargor to any prospective assignee;

4.11 Moveable Items

- 4.11.1 In the event that the Lender exercises any of the remedies available to it under the Act and the Chargor fails to remove from the Property any Moveable Property, after being called upon by the Lender by notice in writing to remove the same within a specified period, the Lender will be entitled and is irrevocably authorised as agent of the Chargor to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Lender may in its sole discretion think fit, subject only to an obligation to account to the Chargor for any price received by the Lender for any of the same;
- 4.11.2 The Lender will not be liable for any loss or damage suffered by or caused to the Chargor by the exercise of these rights available to the Lender and the Chargor will be bound to indemnify the Lender against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item.

4.12 Conditions

The Chargor shall observe and perform all, and not act in contravention of any, legislation or requirements of any local or other competent authorities and shall observe and perform all burdens, servitudes, covenants and conditions affecting the Property and duly and punctually pay all rents, taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of the Property and on demand produce to the Lender all receipts or other evidence of such payments and indemnify the Lender against all actions, proceedings, damages and costs in respect of such legislation, regulations, burdens, servitudes, covenants and conditions or any other default hereunder and against any non-payment of any existing or future rents, taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of the Property during the continuance of this Standard Security;

5. Lender's Right to Set Off and Debit Accounts

The Chargor agrees that:

- 5.1 on or at any time after this Standard Security has become enforceable, the Lender may, without further notice to or demand upon the Chargor, set-off against any such amounts as may be due to the Lender amounts standing to the credit of any account from time to time maintained by the Chargor with the Lender (whether or not then due and in whatever currency) at any branch or office;
- 5.2 if the Lender exercises any right of set-off in respect of any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Lender seeks to set it off, the Lender may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Lender as conclusively determined by the Lender and to pay out of the credit balance all costs, charges and expenses incurred by the Lender in connection with that purchase; and
- 5.3 the Lender shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Lender.

6. Notice of Subsequent Encumbrances

If the Lender receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting the Property or any part and/or proceeds of sale or realisation of the Property the Lender may open a new account or accounts for the Chargor in its books and if the Lender does not do so then, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt or deemed receipt of such notice by the Lender all payments made by the Chargor to the Lender shall notwithstanding any appropriation by the Chargor to the contrary be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

7. Suspense Accounts

All monies received by the Lender under this Standard Security may at the discretion of the Lender be credited to a suspense account and may be held in such account for so long as the Lender shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

8. Costs and Expenses

- 8.1 The Chargor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Lender (including without limitation all amounts

determined by the Lender to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Lender or any attorney, manager, agent or other person appointed by the Lender in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Property which costs, charges and expenses shall form part of the Secured Liabilities;

- 8.2 All amounts payable under Clause 8.1 shall bear interest at the rate per annum which is 2% above the interest rate ordinarily payable on the Secured Liabilities from the date the same are incurred, computed and compounded monthly.

9. Communications

Each notice, consent and other communication in respect of this Standard Security:

- 9.1 will be in writing;
- 9.2 will be sent to the address most recently designated for this purpose by the recipient;
- 9.3 given to the Chargor will be effective when left at, or two Business Days after it is posted to, the relevant address; and
- 9.4 given to the Lender will be effective only on actual receipt by the Lender.

10. Miscellaneous

- 10.1 If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 10.2 This Standard Security is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Chargor.
- 10.3 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy available to it under this Standard Security shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Standard Security are cumulative and not exclusive of any rights or remedies provided by law.
- 10.4 No third party dealing with the Lender need enquire that the powers under this Standard Security have arisen or are being properly exercised.
- 10.5 The Lender shall not be liable to account as creditor in possession in respect of all or any of the Property or for any neglect or default of any nature whatsoever for which a creditor in possession may be liable as such.
- 10.6 Nothing in this Standard Security shall give or be construed as giving to the Lender any security interest in or rights in respect of any equipment, chattels or other items which would constitute this Standard Security or any part of it as a bill of sale.

- 10.7 The Chargor grants warrandice.
- 10.8 The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 1.3 in the Books of Council and Session.
- 10.9 Triodos Bank NV is incorporated under the laws of the Netherlands with limited liability, and registered in England and Wales with registered number BR3012. Triodos Bank NV is authorised by the Dutch Central Bank and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Triodos Bank NV's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

11. Interpretation

11.1 In this Standard Security:

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

"Business Day" means any day which is not a Saturday, Sunday or a public holiday in England and Wales or Scotland;

"Companies Act" means the Companies Act 2006;

"Encumbrance" means any mortgage, charge (whether fixed or floating, including any standard security), assignment or assignation, pledge, lien, encumbrance, hypothecation, title retention arrangement arising on the purchase of goods, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust arrangement in each case in the nature of security, or other security interest of any kind whatsoever but excluding netting, rights of set-off and liens arising by operation of law or in the ordinary course of business;

"Facility Agreement" means the £14,400,000 term loan facility agreement between the Chargor and the Lender dated on or around the date hereof;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock, or any other moveable property, whether of a personal or business nature;

"Permitted Encumbrances" means:

- (a) a fixed security in favour of the Lender;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Chargor;
- (c) an Encumbrance consented to in writing by the Lender; and
- (d) any Encumbrance permitted by the Facility Agreement;

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

- 11.2 a reference to a statutory provision includes a reference to that statutory provision as modified or re-enacted from time to time before the date of execution of this Standard Security and any subordinate legislation made under the statutory provision before the date of execution of this Standard Security;

- 11.3 a reference to a person includes a reference to any body corporate, unincorporated association or partnership;
- 11.4 without prejudice to any requirement to procure consent to the same, reference to a person, "Chargor" and "Lender" include their successors, assignees and transferees;
- 11.5 if the expression "Chargor" includes more than one person, it shall be construed as referring to all and/or any one or more of those persons and their obligations shall be joint and several;
- 11.6 a reference to a clause or condition, unless the context otherwise requires, is a reference to a clause or condition of this Standard Security;
- 11.7 the singular shall include the plural and vice versa;
- 11.8 the headings to the clauses shall not affect the interpretation of this Standard Security;
- 11.9 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;
- 11.10 if there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail, so far as permitted by law;
- 11.11 if there is a conflict or inconsistency between the provisions of this Standard Security and the provisions of the Facility Agreement, the relevant provision(s) of the Facility Agreement shall prevail.

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages together with the Schedule and the plan annexed as relative hereto are executed for and on behalf of the said Advanced Specialist Care Limited as follows:-



Signature of Witness

PAULINE NORTHCOTT

Full name of above (print)



Address of Witness



Signature of Director

MICHAEL HUGH REID

Full name of above (print)

16 AUGUST, 2017

Date of signing

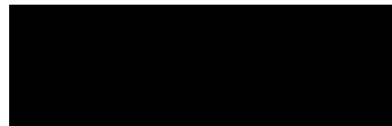
PERTH

Place of signing

Please also sign the Schedule and the plan where indicated.

**This is the Schedule referred to in the foregoing Standard Security by Advanced Specialist
Care Limited in favour of Triodos Bank NV**

ALL and WHOLE those two areas of ground lying within the Barony of Balbrodie and Sheriffdom of Perth in the Parish of Saint Martins and County of Perth extending to four acres and 491 decimal or one thousandth parts of an acre or thereby and 129 decimal or one thousandth parts of an acre or thereby respectively being the subjects more particularly described (IN THE FIRST PLACE) and (IN THE SECOND PLACE) in, disposed by and delineated and coloured red and brown respectively on the plan annexed and subscribed as relative to the Disposition by Stewart Ormiston Miller, Betty Lawrence Miller and Jessie Gray Miller, with consent of Janet Robertson Scott, in favour of Ronald William Garvie McFarlane and Helen Robertson McFarlane dated 15, 22 and 25 all days February and recorded in the Division of the General Register of Sasines for the county of Perth on 24 March, all 1972; BUT ALWAYS EXCEPTING THEREFROM ALL and WHOLE that area of ground lying within the said Barony of Balbrodie and Sheriffdom of Perth in the Parish of Saint Martins and County of Perth extending to 546 decimal or one thousandth parts of an acre or thereby, being the subjects described in, disposed by and shown within the boundaries coloured red on the plan annexed and subscribed as relative to the Disposition by Ronald William Garvie McFarlane and Helen Robertson McFarlane in favour of Stewart Ormiston Miller and Betty Lawrence Miller dated 17 August and recorded in the said Division of the General Register of Sasines on 3 November, both 1977; TOGETHER WITH (i) the buildings known as Dalguise Centre, Orchard Court and the Grange Care Home, Balbeggie and the whole other buildings and erections thereon; (ii) the whole fittings and fixtures therein; (iii) the parts, privileges and pertinents effeiring to the subjects hereby described: Which subjects are tinted pink and brown on the plan annexed and signed as relative hereto.



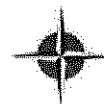
Director

This is the Plan referred to in the foregoing Standard
Security by BALHOUSIE DALGUISE CENTRE & THE GRANGE
Advanced Specialist Care BALBEGGIE
limited in favour of Troodos Bank NV.



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