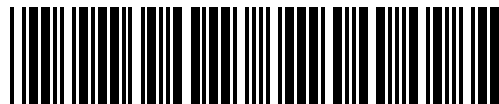




Registration of a Charge

Company Name: **EILDON CARE LIMITED**

Company Number: **SC443656**



Received for filing in Electronic Format on the: **14/12/2021**

XAJC75WY

Details of Charge

Date of creation: **09/12/2021**

Charge code: **SC44 3656 0006**

Persons entitled: **TRIODOS BANK UK LIMITED**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 443656

Charge code: SC44 3656 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 9th December 2021 and created by EILDON CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2021 .

Given at Companies House, Edinburgh on 16th December 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**

Bond and Floating Charge

- (1) Eildon Care Limited
- (2) Triodos Bank UK Limited

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE
INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN
ONLY IF YOU WANT TO BE BOUND. IF YOU SIGN AND THE
LENDER IS NOT PAID, YOU COULD LOSE THE ASSET
CHARGED.**

Certified a true copy
save for the material
redacted pursuant
to s859G of the
Companies Act 2006

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The Lender is incorporated in England under company number 11379025 and is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 183366. Details about the Lender's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.		12
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Bond and Floating Charge

By:

- (1) **EILDON CARE LIMITED** a company incorporated in Scotland (Company No. SC443656) the registered office of which is at 20 Alva Street, Edinburgh, Midlothian, Scotland, EH2 4PY (the "Chargor");

in favour of

- (2) **TRIODOS BANK UK LIMITED** a company incorporated in England under the Companies Act 2006 with company number 11379025 whose registered office is at Deanery Road, Bristol, BS1 5AS (the "Lender").

NOW THIS DEED WITNESSETH as follows:-

1. Interpretation

- 1.1 In this bond and floating charge the words and expressions set out below shall have the following meanings:-

"Book Debts" means all present and future book debts due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them;

"Charged Property" means all the assets, property, rights and undertaking (including all uncalled capital) for the time being subject to the security interests created by this bond and floating charge (and references to the Charged Property shall include references to any part of it);

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, assignation in security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"Enforcement Event" means any of the following events:

- a) the Chargor is in breach of any of its obligations under this bond and floating charge or under any other agreement between the Chargor and the Lender; or
- b) the Chargor:
 - i. becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities); or
 - ii. commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - iii. makes a general assignment or assignation for the benefit of, or a composition with, its creditors; or
- c) the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or

- d) a distress, diligence, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for seven days; or
- e) any event occurs in relation to the Chargor that is analogous to those set out above; or
- f) any representation, warranty or statement made or deemed to be made by the Chargor under this bond and floating charge is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions together with any associated warranties and maintenance contracts;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Charged Property or the Secured Liabilities or in taking or perfecting this bond and floating charge or in preserving defending or enforcing the security created by this bond and floating charge or in exercising any power under this bond and floating charge or otherwise with Interest from the date they are incurred;

"Interest" means interest at the rate(s) charged to the Chargor by the Lender from time to time;

"Monetary Claims" means all monetary debts (other than the Book Debts) and claims (including things in action which may give rise to a debt) due or owing to the Chargor and the benefit of all rights relating to them;

"Properties" means all heritable, freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest and all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property, and **"Property"** means any of them;

"Receiver" means a receiver or administrative receiver appointed in respect of any or all of the Charged Property (whether pursuant to this bond and floating charge, pursuant to any statute, by a Court or otherwise) and includes joint receivers; and

"Secured Liabilities" means all the Chargor's liabilities to the Lender of any kind and in any currency (whether present or future, actual or contingent, and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Lender's charges and commission, Interest and Expenses.

1.2 In this bond and floating charge unless the context requires otherwise, a reference to:-

1.2.1 a **"fixed security"** shall be construed as a reference to a fixed security as defined by section 486 of the Companies Act 1985;

1.2.2 a statutory provision includes a reference to:-

1.2.2.1 that statutory provision as modified or re-enacted or both from time to time before the date of this bond and floating charge; and

1.2.2.2 any subordinate legislation made under that statutory provision before the date of this bond and floating charge;

1.2.3 persons includes a reference to an individual, firm, body corporate, unincorporated association or partnership;

- 1.2.4 a person includes a reference to that person's legal personal representatives, successors and assignees;
- 1.2.5 a clause or schedule is a reference to a clause of or schedule to this bond and floating charge;
- 1.2.6 the singular shall include the plural and vice versa; and
- 1.2.7 this bond and floating charge (or any specified provision of it) or any other document is a reference to this bond and floating charge, that provision or document as from time to time supplemented or amended.

1.3 References to the "**Properties**" and the "**Charged Property**" include any part of it or them and includes:

- 1.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Properties at any time;
- 1.3.2 the proceeds of sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties;
- 1.3.3 the benefit of any covenants for title or title undertakings given or entered into by any predecessor in title of the Chargor in respect of the Properties; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Properties or any part of them.

The "**Properties**" also includes any share from time to time held by the Chargor in any landlord or management company of the Properties.

- 1.4 The headings in this bond and floating charge shall not affect its interpretation.
- 1.5 The date of delivery of this bond and floating charge is the date of delivery stated below the execution docket of the Chargor. If no date of delivery is stated, the date of delivery is the date of signing stated below the execution docket of the Chargor.

2. **Undertaking to Pay**

The Chargor shall, on demand, pay to the Lender and discharge all Secured Liabilities when they become due.

3. **Interest**

The Chargor shall pay Interest on any amounts due under clause 2 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner charged to the Chargor by the Lender from time to time. In the case of any Expenses or other amounts due to the Lender under this bond and floating charge, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Lender, without the need for any demand for payment being made.

4. **Charges**

- 4.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor, with absolute warrandice, charges to the Lender, by way of first floating charge, all

the undertaking, property, assets (including all uncalled capital) and rights of the Chargor at any time.

- 4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this bond and floating charge.

5. Further Assurance

- 5.1 The Chargor, at its own cost, shall prepare and execute in favour of the Lender, or as the Lender shall direct, such further legal or other assignments, assignments, mortgages, standard securities, securities or charges (containing a power of sale and such other provisions as the Lender may reasonably require) as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property.

- 5.2 The Chargor will at any time if and when required by the Lender give notice to such parties as the Lender may require of any such further legal or other assignments, assignments, mortgages, standard securities, securities or charges and will take such other steps as the Lender may require to perfect any of the same.

6. Restrictions and Charged Property

The Chargor shall not at any time, except with the prior written consent of the Lender:-

- 6.1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this bond and floating charge (save for a lien or hypothec arising by operation of law in the ordinary course of business); or
- 6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except, in the case of Charged Property which is only subject to an uncrystallised floating charge, by way of sale at full value in the usual course of business of the Chargor as carried on at the date of this bond and floating charge; or
- 6.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.
- 6.2 Except as may be agreed by the Lender in advance and subject to section 464(2) of the Companies Act 1985, the floating charge created by this bond and floating charge shall rank in priority to any fixed security which shall be created by the Chargor after its execution of this bond and floating charge (other than a fixed security in favour of the Lender) and to any other floating charge which shall be created by the Chargor after its execution of this bond and floating charge.
- 6.3 If the Chargor creates, incurs, assumes or permits to subsist any Encumbrance in breach of this clause 6, then this bond and floating charge shall rank in priority to any such Encumbrance.

7. Chargor Undertakings

- 7.1 During the continuance of this security the Chargor shall:-

- 7.1.1 not do, or permit to be done, any act of thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this bond and floating charge;

- 7.1.2 take all necessary action to safeguard and maintain the Chargor's present and future rights and interests in or to the Charged Property;
 - 7.1.3 comply with all laws and regulations for the time being in force relating to or affecting the Charged Property and to obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable the Chargor to preserve, maintain or renew the Charged Property;
 - 7.1.4 keep all Charged Property of an insurable nature comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost with the interest of the Lender endorsed as co-insured or otherwise to the satisfaction of the Lender on the policy or policies and;
 - 7.1.5 deposit with the Lender all insurance policies and all deeds and documents of title relating to the Charged Property;
 - 7.1.6 ensure all sums received under the Chargor's insurance policies at any time are paid directly to the Lender and, if such monies are not paid directly to the Lender, hold the monies on trust for the benefit of the Lender; and
 - 7.1.7 at the Lender's option, apply the proceeds from any insurance policy of the Chargor in making good the relevant loss or damage, or to reduce the Secured Liabilities;
 - 7.1.8 keep the Charged Property in good and substantial repair and condition and, in the case of Equipment, in good working order;
 - 7.1.9 not, without the prior written consent of the Lender release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts or Monetary Claims;
 - 7.1.10 not call on, or accept payment of, any uncalled capital;
 - 7.1.11 not, without the prior written consent of the Lender, carry out any development on or make any alterations to the Properties which require planning permission or approval under building regulations, nor pull down or remove the whole or any part of any building forming part of any Property, nor to remove from any Property any fixtures or fixed plant and machinery;
 - 7.1.12 observe and perform all title burdens, covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected;
 - 7.1.13 immediately report to the Lender any notice, order or requirement received from whatever source in relation to the any of the Properties;
 - 7.1.14 not, without the prior written consent of the Lender, grant, or accept a surrender or renunciation of, any lease or licence of any of the Properties or consent to any assignation, assignment or sub-letting by a tenant; and
 - 7.1.15 furnish to the Lender an annual statement of financial position and an annual statement of comprehensive income showing the true position of the Chargor's affairs and also from time to time such other information in respect of the assets and liabilities of the Chargor as the Lender may reasonably require.
- 7.2 The Lender and its agents may enter and inspect the Charged Property at any reasonable time.

- 7.3 If the Chargor fails to keep any of the Charged Property in good and substantial repair and condition and, in the case of Equipment, in good working order, the Lender shall be entitled (but not obliged) to repair and maintain the same at the Chargor's expense.
- 7.4 If the Chargor fails to keep any of the Charged Property of an insurable nature comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost, the Lender shall be entitled (but not obliged) to arrange insurance of the Charged Property at the Chargor's expense.
- 7.5 Any sums expended by the Lender under clauses 7.3 and 7.4 above are repayable by the Chargor to the Lender on demand together with interest from the date of payment by the Lender.
- 7.6 The Lender shall not be responsible to the Chargor or any other person in the event of the Charged Property not being adequately insured. Whenever any insurance is effected through the agency of the Lender all sums allowed to the Lender by way of commission or otherwise by the insurers shall belong to the Lender and the Lender shall not be required to account to the Chargor for such sums.

8. Enforcement

- 8.1 The security constituted by this bond and floating charge shall be immediately enforceable, in the event that:-
- 8.1.1 the Chargor fails to pay the Secured Liabilities following a demand for payment by the Lender; or
 - 8.1.2 the Chargor or its directors request the Lender to appoint an administrator or Receiver to the Chargor or any of the Charged Property; or
 - 8.1.3 on the occurrence of an Enforcement Event.
- 8.2 After the security constituted by this bond and floating charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

9. Appointment of Receiver

- 9.1 At any time after the security constituted by this bond and floating charge has become enforceable, the Lender may, without further notice, by writing under the hand of any duly authorised officer of the Lender or any person authorised by such officer in writing:-
- 9.1.1 appoint any person or persons to be a Receiver of the Charged Property or any part thereof; and
 - 9.1.2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place.
- 9.2 When more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).

10. Powers and Capacity of a Receiver

- 10.1 A Receiver shall have, in addition to the powers conferred on receivers or administrator receivers by statute, the following powers which, in the case of joint receivers, may be exercised jointly and severally:-

- 10.1.1 to enter and/or take possession of, collect and get in, and generally manage any of the Charged Property;
 - 10.1.2 to take, continue or defer any proceedings in the name of the Chargor or otherwise as may seem expedient;
 - 10.1.3 to carry on and manage the Chargor's business;
 - 10.1.4 to raise or borrow any money and secure the payment of any money in priority to the Secured Liabilities as he thinks fit;
 - 10.1.5 to sell, realise, dispose of or concur in selling, realising or disposing of (but, where necessary, with the leave of the Court) the Charged Property;
 - 10.1.6 to grant, or accept surrenders or renunciations of, any leases or tenancies affecting the Properties and to grant any other interest or right over the Charged Property on such terms and subject to such conditions as he thinks fit;
 - 10.1.7 to make any arrangement or compromise which he shall think expedient;
 - 10.1.8 to undertake or complete any works of repair, alteration, building or development on the Properties and to apply for and maintain any planning permission, building regulation approval, building control approval or any other permission, consent or licence to carry out any of the same;
 - 10.1.9 to make and effect all repairs and renewals of and any improvements to the Equipment and maintain or renew all insurances;
 - 10.1.10 to appoint managers, agents, officers, consultants, advisers, servants and workmen at such salaries and for such periods as he or they may determine and to purchase or acquire materials, tools, equipment, goods or supplies;
 - 10.1.11 to insure the Charged Property and any works and effect indemnity insurance or similar insurance and obtain bonds and give indemnities and security to any bondsmen;
 - 10.1.12 to sever and sell separately any fixtures or fittings from the Properties without the consent of the Chargor;
 - 10.1.13 to carry into effect and complete any transaction by executing deed or documents in the name of or on behalf of the Chargor; and
 - 10.1.14 to do all such other acts and things as may from time to time be considered by such Receiver to be incidental or conducive to any of the matters or powers above or otherwise incidental or conducive to the realisation of the Lender's security or the exercise of his functions as Receiver.
- 10.2 All money received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this bond and floating charge shall be applied:-
- 10.2.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
 - 10.2.2 secondly, in payment of the Receiver's remuneration (as agreed between the Lender and the Receiver);

- 10.2.3 thirdly, in or towards satisfaction of the Secured Liabilities in such order and manner as the Lender determines; and
- 10.2.4 finally, in paying any surplus to the Chargor or any other person entitled to it.
- 10.3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Chargor and the Chargor shall be solely responsible for his or their acts or defaults and for his or their remuneration. Neither the Lender nor any Receiver shall be liable to the Chargor as heritable creditor in possession or mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this bond and floating charge.
- 10.4 The Lender may fix the remuneration of any Receiver for his services and for those of his firm appropriate to the work and responsibilities involved and the remuneration of the Receiver shall be a debt secured by this bond and floating charge which shall be due and payable immediately upon its being paid by the Lender.
- 10.5 Only money actually paid by the Receiver to the Lender shall be capable of being applied by the Lender in or towards satisfaction of the Secured Liabilities. The Lender may, in its absolute discretion, at all times prior to the payment in full of all Secured Liabilities, place and keep to the credit of a separate or suspense account any money received by the Lender or a Receiver under this bond and floating charge for so long and in such manner as the Lender thinks fit without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Liabilities.
- 10.6 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
- 10.7 At any time after this bond and floating charge shall have become enforceable or after any powers conferred by any encumbrance having priority to this bond and floating charge shall have become exercisable, the Lender may redeem such or any other prior Encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Chargor and all moneys paid by the Lender to the encumbrancer in accordance with such accounts are to be repayable by the Chargor to the Lender on demand together with Interest from the date of payment by the Lender.
- 10.8 To the extent permitted by law, any right, power or discretion conferred by this bond and floating charge on a Receiver may, after the security constituted by this bond and floating charge has become enforceable be exercised by the Lender in relation to the Charged Property whether or not it has taken possession of the Charged Property and without or notwithstanding the appointment of a Receiver.
- 11. Appointment of Administrator**
- 11.1 At any time after the security constituted by this bond and floating charge has become enforceable, the Lender may by writing under the hand of any duly authorised officer of the Lender appoint any person or persons to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986 and, to the extent permitted by law (and subject to any necessary approval from the court), remove any administrator so appointed and appoint another or others in his or their place.
- 11.2 An administrator shall have the powers set out in Schedule 1 to the Insolvency Act 1986.

12. Power of Attorney

12.1 The Chargor irrevocably appoints the Lender and separately any Receiver to be its attorney and, in its name and on its behalf and as its act and deed, to execute any document and do any acts and things which:

12.1.1 the Chargor is required to execute and do under this bond and floating charge; and/or

12.1.2 any attorney may deem proper or desirable in exercising any of the powers conferred by this bond and floating charge or by law on the Lender or Receiver.

12.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise of all or any of their powers.

13. Registration Restrictions

The Chargor shall procure that no person shall be registered under the Land Registration etc. (Scotland) Act 2012 or, if appropriate, the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Lender. The Chargor shall be liable for the costs of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property located in England and Wales from time to time.

14. New Accounts

If the Lender receives notice of any subsequent Encumbrance or other interest affecting the Charged Property the Lender may open a new account or accounts for the Chargor. If the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and from that time onwards all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities.

15. Consolidation and Set Off

15.1 The Lender shall be entitled at any time (both before and after demand) and without notice to the Chargor:-

15.1.1 to combine or consolidate all or any existing accounts (including accounts in the name of the Lender) of the Chargor with the Lender;

15.1.2 to set off or transfer any sum or sums standing to the credit of any account in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respect; and

15.1.3 for this purpose, the Lender may convert any amount in one currency into another, using its market rate of exchange at the relevant time.

15.2 The Chargor waives any present or future right of set off it may have in respect of the Secured Liabilities.

16. Immediate Recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this bond and floating charge against the Chargor.

17. Appointment of Accountants

17.1 The Chargor shall:-

17.1.1 at its own cost, if at any time so required by the Lender, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Chargor and report to the Lender; and

17.1.2 co-operate fully with any accountants so appointed and immediately provide such accountants with all information requested.

17.2 The Chargor authorises the Lender to make such appointment as it shall think fit at any time and without further authority from the Chargor. In every such case, the fees and expenses of those accountants shall be paid by the Chargor but, if paid by the Lender on the Chargor's behalf, those fees and expenses shall be fully reimbursed to the Lender by the Chargor on demand together with interest from the date of payment by the Lender.

18. Notices

18.1 Any notice or other communication given under or in connection with this bond and floating charge shall be in writing and shall be delivered personally or sent by pre-paid first class post (or airmail if overseas) to the relevant party at its address set out in this bond and floating charge or such other address as either party may specify by notice in writing to the other from time to time.

18.2 Any notice or other communication shall be deemed to have been duly given:-

18.2.1 if delivered personally, when left at the address referred to in clause 18.1;

18.2.2 if sent by first class post, two days after posting it; or

18.2.3 if sent by air mail, six days after posting it, in the absence of evidence of earlier receipt.

18.3 Any notice given under this bond and floating charge shall not be validly served if sent by e-mail.

19. Assignees

19.1 At any time and without the consent of the Chargor, the Lender may assign or otherwise transfer the whole or any part of the Lender's rights and/or obligations under this bond and floating charge to any person. The Chargor consents to the disclosure by the Lender of any information and documentation concerning the Chargor to any prospective assignee or transferee.

19.2 The Chargor may not assign any of its rights, or transfer any of its obligations, under this bond and floating charge or enter into any transaction which would result in any of those rights or obligations passing to another person.

19.3 The expression "the Lender" shall include the Lender's assignees whether immediate or derivative.

19.4 Any appointment or removal of a Receiver under clause 9 or any consents hereunder may be made or given by writing signed or sealed by any such assignees and the Chargor hereby irrevocably appoints each of such assignees to be its attorney in the terms and for the purposes in clause 12.

20. Additional Security

This bond and floating charge and the security created by this bond and floating charge shall be in addition to, and independent of, every other security or guarantee which the Lender may now or from time to time hold for any of the Secured Liabilities.

21. Non-merger

21.1 No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this bond and floating charge.

21.2 This bond and floating charge shall remain in full force and effect as a continuing security for the Secured Liabilities despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this bond and floating charge in writing.

22. Severability

Each of the provisions in this bond and floating charge shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired.

23. Non-waiver

23.1 Any waiver or variation of any right of the Lender (whether arising under this bond and floating charge or otherwise) shall only be effective if it is in writing and signed by the Lender, will only apply in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

23.2 No delay or failure to exercise any right or power under this bond and floating charge shall operate as a waiver.

24. General

24.1 A third party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce, or to enjoy the benefit of, any term of this bond and floating charge.

24.2 The Chargor certifies that this bond and floating charge does not contravene any of the provisions of the Chargor's constitutional documents.

25. Regulation

The Lender is incorporated in England under company number 11379025 and is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 183366. Details about the Lender's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

26. Governing law and jurisdiction

26.1 This bond and floating charge is governed by and shall be construed in accordance with the law of Scotland.

26.2 For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this bond and floating charge in those courts will be conclusive and binding

on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

27. Certificates

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at the relevant time.

28. Consent and authorisation

28.1 The Chargor hereby consents to the registration of this bond and floating charge and of any certificate referred to in clause 27 for preservation and execution.

28.2 The Chargor hereby authorises the Lender or its agent to insert the date of delivery of this bond and floating charge in the execution docket below:

IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages are executed as follows:

For Eildon Care Limited

signature of director/secretary/authorised
signatory/witness

IAN WILLIAM PHILP

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

ANDREW RICHARDS HUME

full name of above (print)

19th November 2021

date of signing

EDINBURGH

place of signing

9th December 2021

date of delivery