

# MR01

## Particulars of a charge



Companies House

000528/23



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A fee is be payable w  
Please see 'How to pay



\*SA4ACBYQ\*

11/05/2021

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COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT**  
You may not use this form to  
register a charge where  
instrument. Use form MR

TUESDAY

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. Do not send the original.

### 1 Company details

Company number

SC679035

Company name in full

EDINBURGH CARE LTD

For official use

→ Filing in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date

07 05 2021

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name

ZODEQ LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.



I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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Particulars of a charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL PRESENT AND FUTURE FREEHOLD AND LEASEHOLD LAND, ALL PRESENT AND FUTURE INTELLECTUAL PROPERTY AND ALL PRESENT AND FUTURE AIRCRAFT AS DEFINED IN, AND PURSUANT TO, CLAUSE 3.1 OF THE ACCOMPANYING COPY INSTRUMENT.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes  
☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue  
☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes  
☐ No

8

**Trustee statement<sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

9

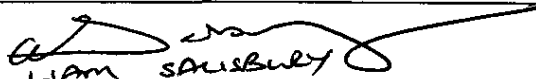
**Signature**

Please sign the form here.

Signature

Signature

X

  
LIAM SALISBURY  
RISK DIRECTOR  
203EQ LTD

X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **PAUL COONEY**

Company name **ZODEQ LIMITED**

Address **1ST FLOOR**

**THE EXCHANGE**

**1 ST JOHN STREET**

Post town **CHESTER**

County/Region **CHESHIRE**

Postcode 

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Country

DX

Telephone **01244 617087**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

**Company number: 679035**

**Charge code: SC67 9035 0001**

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th May 2021 and created by EDINBURGH CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2021.

Given at Companies House, Edinburgh on 11th May 2021



**Companies House**



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

**EDINBURGH CARE LIMITED** (1)

And

**ZODEQ LIMITED** (2)

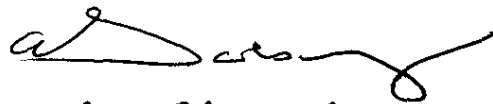
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**BOND AND FLOATING CHARGE**

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7<sup>th</sup> MAY 2021

Certified as a true  
copy of the original



LIAM SAZISBELY

RISK DIRECTOR

ZODEQ LTD

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## **BOND AND FLOATING CHARGE**

by

- (1) **EDINBURGH CARE LIMITED**, a company incorporated in Scotland (Company Number SC679035) whose registered office is at CITIBASE EDINBURGH, ONE ST COLME STREET, EDINBURGH, SCOTLAND, EH3 6AA (the "**Company**")

In favour of

- (2) **ZODEQ LIMITED** (Company Number 10369607) whose registered office is at 3 The Exchange, St John Street, Chester, CH1 1DA (**Zodeq**); and

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this floating charge the following words shall have the meaning set out after each of them:

**"Act of Default"** - in relation to the Company - any event set out in clause 8.1;

**"Administrator"** - any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Company's affairs, business and property;

**"Charged Assets"** - the assets over which this floating charge is secured as set out at clause 3;

**"Encumbrance"** - any mortgage, standard security, charge, pledge, lien, assignation, hypothec, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, howsoever arising;

**"Enforcement Date"** – the date on which:

- (a) Zodeq receives from any person notice of intention to appoint an Administrator; or
- (b) the Company requests Zodeq to appoint an Administrator or a Receiver in respect of the Company; or
- (c) a petition is filed for the appointment of an Administrator in respect of the Company; or
- (d) an application is made for the appointment of an Administrator in respect of the Company; or
- (e) an application is made for an administration order in respect of the Company; or
- (f) an Administrator, receiver or administrative receiver is appointed in relation to the Company or any part of its assets or undertaking; or
- (g) a winding up order has been made or a resolution for winding up has been passed or a liquidator (whether interim, provisional or otherwise) has been appointed in respect of the Company;

**"Environmental Laws"** - all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including without limitation the conservation of

natural Zodeqs, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters;

**"Environmental Licence"** - any permit, licence, authorisation, consent or other approval required by any Environmental Law;

**"Group"** - in relation to any company, that company, the company and its Subsidiaries, its holding company (as defined in Section 1159 of the Companies Act 2006) and the Subsidiaries of that holding company;

**"Insolvent"** - the happening of any of the following events in relation to the Company:

- (a) a diligence, distress or execution being levied on or issued against any of the Charged Assets;
- (b) entering or seeking to enter into any formal scheme of arrangement of its affairs or composition in satisfaction of its debts with its creditors in accordance with the Insolvency Act 1986;
- (c) the Company taking any action for its winding up, dissolution or re-organisation (otherwise than for the purposes of an amalgamation or reconstruction while solvent on terms previously approved in writing by Zodeq) or for the appointment of a Receiver, administrative receiver, Administrator, trustee or similar officer to in respect of it or all or any part of its revenue or assets;
- (d) a petition being presented or an order being made for the winding up of the Company;
- (e) an administration order being made or applied for;
- (f) a court application being made for the appointment of a receiver or such a receiver being appointed;
- (g) a notice of intention to appoint an Administrator being given by an person or an Administrator being appointed;
- (h) a meeting of creditors being called for winding up the Company or for any other purpose referred to in the Insolvency Act 1986;
- (i) a statutory demand under the Insolvency Act 1986 being served;
- (j) an encumbrancer taking possession of any part of the undertaking or property of the Company;
- (k) entering into any informal arrangement or composition with or for the benefit of the Company's general body of creditors;
- (l) being unable to pay its debts as they become due;
- (m) being deemed insolvent under the Insolvency Act 1986;
- (n) taking any steps towards a Moratorium;



**"Intellectual Property"** - all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world;

**"Moratorium"** - a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986;

**"Property"** - means the heritable, freehold and leasehold property of the Company wherever situate and **"Properties"** means all or any of the same, as the context requires;

**"Receiver"** – means a receiver or administrative receiver appointed under this floating charge in respect of the Company or over any part of the Charged Assets;

**"Zodeq"** - where the context permits includes its officers, agents and representatives;

**"Secured Liabilities"** - both the Secured Monies and the obligations and liabilities in clause 2.1(b);

**"Secured Monies"** - all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Zodeq in any manner and for any reason on any account; Secured Monies include all such monies due by the Company, either alone or jointly with any other person (even though the whole of any part of such monies is represented or secured by any charges, standard securities, mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future including:

- (a) all monies due or payable under any guarantee or indemnity given by the Company to Zodeq;
- (b) all costs charges and expenses incurred by Zodeq following default in payment of any such monies or of breach by the Company of any of the provisions of this floating charge;
- (c) the charges of surveyors and/or solicitors instructed by Zodeq in connection with any part of the Charged Assets;
- (d) all costs and charges and expenses which Zodeq may from time to time incur in:
  - (i) stamping, perfecting, registering or enforcing this security; or
  - (iii) obtaining payment or discharge of Secured Monies; or
  - (iv) paying any rent, rates, taxes or outgoings for the Charged Assets; or
  - (v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets; or
  - (vi) the preservation or exercise of any rights under or in connection with this floating charge or any attempt to do so; or

- (vii) giving a discharge or release of this floating charge; or
- (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this floating charge with the intention that Zodeq shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Zodeq for the Secured Monies;
- (e) all monies expended by any attorney appointed under clause 7.3 in exercising his powers;
- (f) interest on all monies due and owing to Zodeq at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto;

**"Securities"**- all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof; and

**"Subsidiary"** -

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

1.2 In the construction and interpretation of this floating charge:

- (a) the singular shall include the plural and vice versa; reference to one gender shall include a reference to any other genders;
- (b) references to persons shall be treated as including individuals, firms, partnerships, corporations, organs of government, whether local, national or supra national and any other entity recognised by law;
- (c) references to any Act of Parliament shall be treated as including each Act as amended, modified or re-enacted from time to time and all rules, regulations, orders and subordinate legislation made in accordance with it;
- (d) references to clauses and to the schedule is to the schedule attached to this floating charge;
- (e) where the Company has an obligation to carry out an act then it shall be fully responsible for the costs and expenses of doing so;
- (f) where Zodeq acts in accordance with this floating charge the Company will indemnify Zodeq against all costs and expenses incurred;
- (g) where any discretion is vested in a Receiver or Zodeq it shall be treated as an absolute discretion;

- (h) each of the provisions of this floating charge shall be severable and distinct from one another;
- (i) references to this floating charge and other documents referred to in it includes any supplemental or collateral document to each of them or which is entered into pursuant to each of them and any document varying, supplementing, novating or replacing the same from time to time;
- (j) references to this security shall be treated as reference to the security created by this floating charge;
- (k) any powers given in this floating charge to an administrator shall apply to the fullest extent permitted by the Insolvency Act 1986;
- (l) headings to clauses are for reference only and shall not affect the interpretation of this floating charge;
- (m) the meaning of general words introduced by the word other or the word otherwise shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things.

## **2 PAYMENT OBLIGATION**

### **2.1 The Company agrees with Zodeq:**

- (a) to pay the Secured Monies, which are now or shall be due, owing and payable to Zodeq, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to Zodeq; and
- (b) to discharge all obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred to Zodeq by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal, surety or guarantor.

## **3 CHARGING PROVISIONS**

- 3.1 As security for the payment of the Secured Monies and discharge of the Secured Liabilities, the Company grants in favour of Zodeq a first floating charge as a continuing security over the whole of the assets (including uncalled capital) comprised in its property and undertaking whatsoever and wheresoever both present and future.
- 3.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to this floating charge which shall be enforceable at any time on or after the Company failing to meet any demand made under clause 8 of this floating charge or, if earlier, the Enforcement Date, save that nothing in this floating charge shall cause any charge to become enforceable whilst the Company is subject to a Moratorium.

#### **4 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE**

- 4.1 The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this floating charge any fixed security or any other floating charge over the Charged Assets or any part or parts of them, other than in favour of Zodeq or in favour of another person and with the prior written consent of Zodeq.
- 4.2 Any fixed security granted by the Company in favour of Zodeq (whether before or after this floating charge) shall rank in priority to the floating charge created by this Charge.
- 4.3 In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 4.1 or with the consent of Zodeq under clause 4.1 but with no written agreement of Zodeq as to the ranking of them, this floating charge shall rank in priority to that fixed security or floating charge.

#### **5 COMPANY'S OBLIGATIONS**

- 5.1 The Company agrees with Zodeq that, whilst this security exists, it:
- (a) will not sell, transfer, assign, lease, licence or otherwise dispose of any of the Charged Assets except by way of sale at full value in the ordinary course of its business now being carried on without the prior written consent of Zodeq;
  - (h) will not sell, transfer, lease, license, part with possession or share occupation of the Properties or vary, surrender, cancel or dispose of, or permit to be irritated any leasehold interest in any of the Properties without the prior written consent of Zodeq;
  - (c) will not, charge, sell, discount, factor, dispose of or, except in accordance with this floating charge, otherwise deal with its Debts unless it has the prior written consent of Zodeq;
  - (d) will authorise its bankers from time to time to provide copy statements and full particulars of all the Company's accounts and facilities with them whenever requested by Zodeq;
  - (e) will provide such other information, as Zodeq may reasonably request regarding the Company's affairs;
  - (f) will, immediately it becomes aware, provide Zodeq with details of any present or future litigation, arbitration or administrative proceedings in progress, pending or, to the knowledge of the Company, threatened against it which might have a material adverse effect on the Company's ability to perform its obligations under this floating charge;
  - (g) will permit Zodeq free access at all reasonable times to inspect and take copies of and extracts from the books, accounts and records of the Company and such other documents as Zodeq may require and will provide Zodeq with all information and facilities which it may require;
  - (h) will grant Zodeq or its solicitors on request all reasonable facilities to enable it or them to carry out, at the Company's expense, such investigation of title to the Charged Assets and enquiries about it as would be carried out by a prudent mortgagee;

- (i) will use its best endeavours to detect any infringement of its rights to the Intellectual Property; if aware of such infringement, will immediately give Zodeq all information available to it about such infringement and will commence and diligently prosecute (or permit Zodeq in the name but at the expense of the Company to commence and prosecute) all proceedings necessary to prevent such infringement or to recover damages;
- (j) will do everything needed to ensure that the Intellectual Property, to which the Company is or may become entitled, is valid and subsisting and remains owned by the Company and will take all such actions and proceedings as are necessary to protect such Intellectual Property; If any such Intellectual Property shall at any time lapse or become void, will do everything necessary to restore such Intellectual Property to the Company;
- (k) will comply in all material respects with all laws concerning the Charged Assets and every notice, order, direction, licence, consent, permission lawfully made or given in respect of it and likewise with the requirements of any competent authority;
- (l) will duly and promptly pay all monies which may become due in respect of any of the Securities; (it being acknowledged by the Company that Zodeq shall not incur any liability whatsoever for such monies;)
- (m) forthwith upon the execution of this floating charge will deposit with Zodeq all certificates or documents of title in respect of the Securities, together as appropriate with duly executed instruments of transfer or assignments or assignments thereof;
- (n) will ensure the delivery or payment to Zodeq of all stocks, shares, Securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any Securities or the certificates or other documents of title to or representing the same, together with executed instruments of transfer or assignments or assignments;
- (o) will conduct and carry on its business and procure that each of its Subsidiaries conducts and carries on its business so that its centre of main interest for the purposes of Council Regulations (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings including, but not limited to, its headquarter functions is located at all times within Scotland and not move its centre of main interest to any other jurisdiction without the prior written consent of Zodeq at Zodeq's sole discretion or otherwise reduce in or divert from Scotland the substantive management and control of its business or any of its properties;
- (p) (without prejudice to clauses 5.1(b) and 5.1(c)) will not sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to its goodwill including (without limitation) diverting or encouraging the diversion of any sales following orders from customers, to any of its Subsidiaries or its holding company (as defined in section 1159 of the Companies Act 2006) or any of its associates (as defined in section 435 of the Insolvency Act 1986) or any other party.

## **6 ADDITIONAL OBLIGATIONS OF THE COMPANY**

6.1 The Company agrees that, at all times during the continuance of this security, it:

- (a) will carry on the Company's business in a proper and efficient manner and will not make any material alteration to the Company's business, constituting a change from that carried on at the date hereof;
- (b) will maintain proper and up to date books of account of its business; will keep such *books of account and all other documents relating to the affairs of the Company* at the Company's registered office or at such other place where the same ought to be kept and will promptly provide copies thereof to Zodeq upon request;
- (c) will deliver to Zodeq the copies of its audited financial statements and any reports and notes accompanying them within 6 months of each year end;
- (d) will punctually pay all its debts and liabilities becoming due and payable and which would, on the winding up of the Company, have priority over the charges created by this floating charge;
- (e) will punctually pay all outgoings payable in respect of the Charged Assets and will promptly produce the receipts for them to Zodeq upon request;
- (f) will keep all the Company's heritable, freehold and leasehold property in good and substantial repair and will allow Zodeq free access, at all reasonable times, to view the state and condition of any such property, but without Zodeq becoming liable to account as a mortgagee in possession;
- (g) will observe and perform all the tenant's obligations and covenants in any lease under which any of the Charged Assets may be held and will take no action which might lead to such lease being surrendered or forfeited;
- (h) will allow Zodeq, at the expense of the Company, to carry out repairs or take any action which Zodeq shall reasonably consider necessary should the Company fail to observe or perform its obligations as a tenant or lessee;
- (i) will not in relation to any leasehold property situated in England or Wales exercise the powers of leasing or accepting surrenders of leases, conferred on a mortgagee in possession by Sections 99 and 100 of the Law & Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without the prior written consent of Zodeq;
- (j) will make sure that an order of the Court is obtained, under Section 38(4) of the Landlord and Tenant Act 1954, excluding the security of tenure provisions of that Act, before granting any lease in relation to any Property situated in England or Wales;
- (k) will insure and keep insured those parts of the Charged Assets as are of an insurable nature against loss or damage by fire and other risks usually insured against and such other risks that Zodeq shall reasonably require to their full insurable value with insurers approved by Zodeq;
- (l) will make sure that, if required by Zodeq, all the Company's insurance policies will be endorsed with notice of the interest of Zodeq in them and will produce to Zodeq the receipts for each current premium within fifteen days of its becoming due; failing such production Zodeq may effect or renew any such insurance as Zodeq shall think fit at the Company's expense;

- (m) will observe and perform all restrictive and other covenants and stipulations for the time being affecting the Charged Assets or its use or enjoyment;
- (n) will not do or allow anything to be done on the Company's heritable, freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts unless the prior written consent of Zodeq has been obtained;
- (o) will not infringe the Town and Country Planning Acts in any way which prejudices Zodeq's security over the Charged Assets;
- (p) will deposit with Zodeq all deeds and documents of title relating to the Company's heritable, freehold and leasehold property and the insurance policies relating to the same, (subject only to the requirements of any prior Encumbrance or of the Company's landlord);
- (q) will not permit any person to become entitled to any proprietary right or interest which might affect the value of the Charged Assets.

6.2 If the Company holds property as a tenant or lessee and shall be required by the landlord either to insure or to reimburse the Company's landlord for any insurance premium paid by him then the Company shall be treated as having complied with its insuring obligation under this floating charge if it duly and promptly complies with such requirements. However this shall not affect the right of Zodeq to require the Company to produce satisfactory evidence that the Company has complied with the landlord's requirements.

## **7 FURTHER ASSURANCE AND POWER OF ATTORNEY**

7.1 At Zodeq's request, the Company will at the Company's cost immediately execute, deliver and perfect all deeds, documents and instruments and do all such other acts and things as Zodeq or any Receiver appointed hereunder may require in order to perfect or enforce this security or to use the powers given to each of them in this floating charge or to enforce the obligations of the Company and/or the rights of Zodeq under this floating charge.

7.2 The Company will, if called upon by Zodeq, grant in its favour (or as Zodeq shall direct), such fixed or specific security or charge or assignation over all or any of the Charged Assets as Zodeq may require.

7.3 The Company by way of security hereby irrevocably appoints Zodeq and also any Receiver severally and independently to be its attorney and attorneys and in its name and on its behalf:

- (a) to execute and complete any documents or instruments which Zodeq or such Receiver may require for perfecting the title of Zodeq to all or any part of the Charged Assets or for vesting the same in Zodeq, its nominees or any purchaser;
- (b) to execute and otherwise perfect any further security document referred to in clause 7.1; and
- (c) otherwise generally to execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Zodeq or a Receiver under this floating charge or which may be deemed expedient by Zodeq or a Receiver in connection with any disposition, realisation or getting in by Zodeq or a Receiver or in connection with any other exercise of any power under this floating charge.

- 7.4 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 7.3.

## **8 ENFORCEMENT**

- 8.1 Zodeq shall be entitled to make demand for payment of the Secured Monies at any time on or after the Enforcement Date or at any time after the occurrence of any of the following events and if such demand is not met in full, (or on or after the Enforcement Date without any demand) Zodeq shall be entitled to enforce (in whole or in part) this floating charge (save where a Moratorium is applied for or is in force, when no demand shall be made until any application is rejected or upon the expiry of such Moratorium):

- (a) the Company breaching any of its obligations under this floating charge or any other agreement with Zodeq;
- (b) the Company defaulting in paying any of the Secured Monies as and when they become due;
- (c) the Company failing to give Zodeq such information as may reasonably be requested as to the business, affairs or assets of the Company;
- (d) any representation, warranty or undertaking at any time made by the Company to Zodeq is or was, in the reasonable opinion of Zodeq, incorrect or misleading in any respect or, being on an undertaking, shall not be complied with by the Company;
- (e) the Company disposing or attempting to dispose of its principal undertaking or a substantial part of it, without the prior written approval of Zodeq;
- (f) the Company becoming Insolvent;
- (g) the Company suspending or threatening to suspend a substantial part of its business or Zodeq receiving information, from the Company or any responsible third party, whether orally or in writing, that the Company is contemplating or is likely to suspend a substantial part of its business;
- (h) the Company commencing negotiations with any of its creditors with a view to the general readjustment or rescheduling of the Company's indebtedness;
- (i) the Company defaulting under any of the following with any party:
  - (i) a trust deed;
  - (ii) a loan agreement;
  - (iii) an Encumbrance;
  - (iv) any other agreement or obligation relating to borrowing or financing (including all liabilities in respect of accepting, endorsing or discounting any notes or bills and all liabilities under debt purchase, factoring, discounting and similar agreements);
  - (v) any guarantee or indemnity;
- (j) any borrowing or any other money payable by the Company;



- (i) becoming payable or is capable of being declared payable prior to its stated date of maturity; or
- (ii) is not paid when due;
- (k) any Encumbrance created by the Company in favour of another party becoming enforceable;
- (l) any guarantee, indemnity or other security for any of the Secured Liabilities failing or ceasing in any respect to have full force and effect or to be continuing or is terminated or disputed or is the opinion of Zodeq in jeopardy, invalid or unenforceable;
- (m) if any governmental authority permits, or procures, or threatens any reorganisation, transfer or appropriation (whether with or without compensation) of a substantial part of the business or assets of the Company;
- (n) the Company, without the prior written consent of Zodeq, changing the nature of its business or trading in any way which Zodeq considers prejudicial to this security;
- (o) if it is unlawful for the Company to perform or comply with any of its obligations under this floating charge or under any other agreement between the Company and Zodeq or such obligations of the Company are not or cease to be legally valid, binding and enforceable;
- (p) if, after the date of this floating charge, control (as defined in Section 435 of the Insolvency Act 1986) or the power to take control of the Company changes, without prior written consent of Zodeq; or
- (q) if, in the opinion of Zodeq, a material adverse change occurs in the financial condition, results of operations or business of the Company.

## **9 APPOINTMENT OF ADMINISTRATOR OR RECEIVER AND HIS POWERS**

9.1 At any time after an Act of Default or after any other event, as a result of which this security shall become enforceable or, if the Company at any time so requests in writing, Zodeq may without further notice to the Company appoint any one or more persons to be

- (a) a Receiver of all or any part of the Charged Assets; and/or
- (b) an administrator of the Company

in each case in accordance with and to the extent permitted by applicable laws. Zodeq may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.

9.2 Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then Zodeq shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

9.3 Where more than one Receiver is appointed they will have power to act separately (unless the appointment by Zodeq specifies to the contrary).

9.4 The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and Zodeq shall

not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.

8.5 Subject to section 58 of the Insolvency Act 1986, Zodeq may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.

8.6 The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:-

- (i) to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company;
- (ii) to make any arrangement or compromise which Zodeq or the Receiver may think fit;
- (iii) to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part;
- (iv) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
- (v) to convene an extraordinary general meeting of the Company;
- (vi) to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales; and
- (vii) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.

## **10 APPLICATION OF MONIES**

10.1 All monies received by Zodeq or by the Receiver under or by virtue of this floating charge shall be applied in the following order;

- (a) in the discharge of all liabilities having priority to the Secured Monies;
- (b) in payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) of any of the powers or authorities conferred by or in any other way connected with this floating charge;

- (c) in payment to the Receiver of his remuneration fixed in accordance with clause 9.5 of this floating charge;
  - (d) any sums due to any person under any applicable statute;
  - (e) in payment to Zodeq of the Secured Monies due to Zodeq in such order as Zodeq in its absolute discretion thinks fit; and then
  - (f) in payment to the Company of any surplus.
- 10.2 Any surplus shall not carry interest. The Receiver or Zodeq may pay any surplus into any of the Company's bank accounts including an account opened specifically for such purpose. Zodeq shall then have no further liability for such surplus.
- 10.3 Following the enforcement of this security, any monies received by Zodeq may be appropriated by Zodeq in its discretion in or towards the payment and discharge of any part of the Secured Monies.
- 10.4 Zodeq or the Receiver may credit any monies to a suspense account for so long and in such manner as Zodeq may from time to time determine. The Receiver may retain the same for such period as the Receiver and Zodeq consider expedient.
- 10.5 All monies received by the Company under any insurance policy on the Charged Assets shall be treated as part of the Charged Assets subject only to any rights of third parties having priority and to the requirements of any lease of the Charged Assets. They shall be applied at the discretion of Zodeq either in reducing the Secured Monies or towards making good the loss or damage for which the monies became payable. Any monies received by the Company under any insurance on the Charged Assets shall be held on trust for payment to Zodeq pending such application.

## **11 PROTECTION OF THIRD PARTIES**

- 11.1 No person paying or handing over monies to the Receiver and obtaining a discharge shall have any responsibility or liability to see to their correct application.
- 11.2 No person dealing with Zodeq or the Receiver need enquire:
- (a) whether any event has happened giving either Zodeq or the Receiver the right to exercise any of his powers;
  - (b) as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;
  - (c) as to the validity or regularity of the appointment of any Receiver purporting to act or to have been appointed as such; or
  - (d) whether any money remains owing upon this security.

## **12 CONTINUING AND ADDITIONAL SECURITY**

- 12.1 This security is a continuing security. It shall apply to all the Secured Monies despite any interim settlement of account until a final discharge of this security shall be given by Zodeq to the Company.

12.2 This security is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of Zodeq or any assignation/assignment, bill, note, guarantee, mortgage or other security now or in future in favour of Zodeq or held by or available to Zodeq, whether created by the Company or any third party.

12.3 This security shall not in any way be prejudiced or affected by:

- (a) any guarantee, standard security, mortgage or other security now or in future held by or available to Zodeq or by the invalidity of any of them or by Zodeq now or afterwards dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of them or any rights which it may now or afterwards have; or
- (b) by Zodeq giving time for payment or indulgence or compounding with the Company or any other persons; or
- (c) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which Zodeq may have now or in the future from or against the Company or any other person; or
- (d) any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by Zodeq (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company or any other person; or
- (e) any act or omission by Zodeq or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee; or
- (f) any arrangement or compromise entered into between Zodeq and the Company or any other person; or
- (g) the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person; or
- (h) the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person; or
- (i) any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

### **13 CURRENCY INDEMNITY**

13.1 For the purpose of or pending the discharge of any of the Secured Liabilities secured by this floating charge Zodeq or any Receiver appointed hereunder may convert any monies received, recovered or realised under this floating charge (including the proceeds of any previous conversion) from their existing currency into such other currency as Zodeq or such Receiver may think fit. Any such conversion shall be effected at the then prevailing spot

selling rate of exchange, of Zodeq's bankers, for such other currency against the existing currency.

13.2 The Company will indemnify Zodeq against any shortfall between:

- (a) any amount received or recovered by Zodeq in respect of any of the Secured Liabilities which is converted in accordance with clause 13.1 into the currency in which such liability was payable; and
- (b) the amount payable to Zodeq under this floating charge in the currency of such liability.

#### **14 DISCHARGE**

14.1 Upon payment and complete discharge and performance of all the Secured Liabilities and of all costs, charges and expenses incurred by Zodeq under or in relation to this floating charge, Zodeq shall, at the request and cost of the Company, duly discharge this security and any further security given in accordance with its terms. Zodeq will also transfer to the Company any of the Charged Assets which have been assigned or transferred to Zodeq.

14.2 The right of Zodeq to recover the Secured Monies or to enforce the terms of this floating charge shall not be affected by any payment or any act or thing which may be avoided or adjusted under the laws relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986. Any release or discharge given or settlement made by Zodeq relying on any such payment, act or thing shall be void and of no effect.

#### **15 SERVICE OF NOTICES AND PROCESS**

15.1 Except as stated to the contrary herein, any written notice from Zodeq to the Company and any proceedings issued by Zodeq requiring service on the Company may be given or served:

- (a) by delivering it at or posting it to the Company's registered office or to such other address of the Company advised to and acknowledged by Zodeq as being effective for the purposes of this clause;
- (b) by delivering it at or posting it to any address last known to Zodeq at which the Company carried on business;
- (c) by handing it Company's officers; or
- (d) by a fax or e-mail to the Company's number or address advised to and acknowledged by Zodeq as suitable for communication between the parties.

15.2 Any such notice or process shall be considered served:

- (a) if delivered - at the time of delivery;
- (b) if sent by post - 48 hours from the time of posting;
- (c) if sent by fax or e-mail - at the time of transmission; or
- (d) if handed over - at the time of handing over.

- 15.3 Any notice in writing by the Company to Zodeq required hereunder shall take effect at the time it is received by Zodeq at its registered office or at such other address Zodeq may advise in writing to the Company for this purpose.

## **16 JURISDICTION**

- 16.1 This floating charge shall be interpreted and shall be governed by the laws of Scotland. The Company will accept the non-exclusive jurisdiction of the Scottish Courts in connection with any matter arising under this floating charge.

## **17 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY COMPANY**

- 17.1 The Company certifies that the execution of this floating charge has been duly authorised by a resolution of the Company's Board of Directors and that it does not break any of the provisions of the Company's Memorandum and Articles of Association or of any other Encumbrance, security or agreement entered into prior to the date of this floating charge or the laws of any jurisdiction applying to the Company.

- 17.2 The Company represents and warrants to Zodeq that:

- (a) it is and will at all times be the sole beneficial owner with full title guarantee of all the Charged Assets and that no Encumbrances affect it except the Encumbrances (if any) set out in the Schedule and general liens in the ordinary course of business;
- (b) it has and will at all times have the necessary power to enter into and perform its obligations under this floating charge;
- (c) this floating charge constitutes its legal, valid, binding and enforceable obligations and is an effective security over all and every part of the Charged Assets in accordance with its terms;
- (d) all necessary authorisations and consents to enable or entitle it to enter into this floating have been obtained and these will remain in full force and effect during the existence of this security;
- (e) the Company has acquired, maintained and complied with all Environmental Licences (if any) needed for its use or occupation of the Charged Assets or for the conduct of its current business;
- (f) the Company has complied with all other applicable Environmental Laws and has not done or permitted any act or omission whereby its Environmental Licences (if any) could be varied or revoked;
- (g) so far as the Company is aware there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any of the Charged Assets or any premises adjoining any part of it; and no such substances or any controlled waste have been stored or disposed of on or in any part of the Charged Assets or, so far as the Company is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws;
- (h) the Company is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any Environmental Licence;

- (i) the Company has obtained and maintained all such insurance policies as would be maintained by prudent companies carrying on business of the type carried on by the Company at all relevant times and has complied in all material respects with the terms and conditions of such policies.

17.3 The Company undertakes that no Encumbrances (other than a general lien in the ordinary course of business) ranking in priority to or pari passu with the charges created by this floating charge will arise after the date of this floating charge over the Charged Assets.

## **18 TRANSFERS AND DISCLOSURES**

18.1 This floating charge is freely assignable by Zodeq. References in this floating charge to Zodeq shall include its successors, assignees and transferees.

18.2 The Company may not assign or transfer any of its obligations under this floating charge, nor may the Company enter into any transaction which would result in any such obligations passing to another person.

18.3 Zodeq may disclose any information about the Company and any member of the Company's Group and any other person connected or associated with it to any member of Zodeq's Group and/or to any person to whom it is proposing to transfer or assign or has transferred or assigned this floating charge. The Company represents and warrants that it has and (so far as permitted by law) will maintain any necessary authority by or on behalf of any such persons to agree to the provisions of this clause.

## **19 MISCELLANEOUS**

19.1 No delay or omission on the part of Zodeq in exercising any right or remedy under this floating charge shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

19.2 Zodeq's rights under this floating charge are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as Zodeq sees fit.

19.3 Any waiver by Zodeq of any terms of this floating charge or any consent or approval given by Zodeq under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by Zodeq.

19.4 If at any time any one or more of the provisions of this floating charge is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this floating charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

19.5 Any certificate signed by a director or authorised officer of Zodeq as to the amount of the Secured Monies at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and be binding on the Company.

19.6 The paper on which this floating charge is written is, and will remain at all times, the property of Zodeq, even after the discharge of this security.

19.7 This floating charge may be executed in any number of counterparts and on such execution shall be treated as a single document pursuant to the Legal Writing (Counterparts and Delivery) (Scotland) Act 2015.

IN WITNESS WHEREOF this floating charge consisting of this and the 18 preceding pages together with the schedule hereto is executed for and on behalf of the said EDINBURGH CARE LIMITED at 9.00 am on the 7<sup>th</sup> day of MAY 2021

by LYDETTE MAKORIE Director  
(Print Full Name)

  
Director  
(Signature)



This is the Schedule referred to in the foregoing floating charge by **EDINBURGH CARE LIMITED** in favour of **ZODEQ LIMITED**

**SCHEDULE**  
**Encumbrances**

<b>Encumbrance/Charge</b>	<b>Date of creation</b>	<b>Date of registration</b>	<b>Name of Chargee</b>