



Registration of a Charge

Company Name: **ADVANCED SPECIALIST CARE LIMITED**

Company Number: **SC096630**



Received for filing in Electronic Format on the: **14/10/2022**

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Details of Charge

Date of creation: **30/09/2022**

Charge code: **SC09 6630 0032**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY AGENT AS SUCH TERM IS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01.**

Brief description: **ALL AND WHOLE THE SUBJECTS CADASTRAL UNIT PTH51094 DALGUISE CENTRE, ORCHARD COURT AND GRANGE CARE HOME, BALBEGGIE, PERTH, PH2 6AT BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER PTH51094**

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: 96630

Charge code: SC09 6630 0032

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th September 2022 and created by ADVANCED SPECIALIST CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2022 .

Given at Companies House, Edinburgh on 17th October 2022

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**

Certified a true copy save for material
redacted
pursuant to S859G of the Companies
Act.

A handwritten signature in black ink, consisting of a stylized 'P' followed by a horizontal line that curves upwards at the end.

STANDARD SECURITY

by

ADVANCED SPECIALIST CARE LIMITED

in favour of

KROLL TRUSTEE SERVICES LIMITED (as Security Agent)

Subjects: Land and buildings known as Dalguise Centre, Orchard Court, and Grange Care Home,
Balbeggie, Perth PH2 6AT

This standard security is subject to and has the benefit of an (i) intercreditor agreement made between, amongst others, (1) the Chargor, (2) the Security Agent, (3) the Secured Parties and (4) National Westminster Bank plc as Senior Agent and (ii) a ranking agreement, made between, amongst others, (1) the Chargor, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this standard security)

WE, **ADVANCED SPECIALIST CARE LIMITED**, incorporated in Scotland under the Companies Acts (Company Number SC096630) and having our Registered Office at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA (the "**Chargor**") CONFIRM and DECLARE that, in this Standard Security:

- (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meaning as are attributed to them under the Facilities Agreement (as hereinafter defined);
- (b) any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;
- (c) any word importing the singular shall include the plural and vice versa;
- (d) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (as hereinafter defined) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to "this Agreement" are construed to be references to this Standard Security;
- (f) any agreements, undertakings and security given or implied by more than one person shall be assumed to be given jointly and severally by all such persons;
- (g) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (h) the following words and expressions shall have the respective meanings given to them, namely:

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

"Facilities Agreement" means the mezzanine facilities agreement dated the same date as this Standard Security and made between, amongst others, (1) Selba Ventures Ltd as Original Borrower, (2) the entities listed in Part 1 of Schedule 1 to it as Original Guarantors, (3) Kroll Agency Services Limited as Agent, (4) Anthony Banks as Original Lender and (5) the Security Agent;

"Finance Document" has the meaning given to the term in the Facilities Agreement;

"Intercreditor Agreement" has the meaning given to the term in the Facilities Agreement;

"Lender" means:

- (a) an Original Lender; or

(b) any person which becomes a Lender after the date of the Facilities Agreement;

"Obligors" has the meaning given to it in the Facilities Agreement;

"Original Lenders" means the financial institutions listed in Schedule 1 of the Facilities Agreement as original lenders;

"Property" means ALL and WHOLE the subjects described in the Schedule;

"Schedule" means the schedule annexed to this Standard Security;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Standard Security);

"Secured Parties" means each Finance Party and any receiver or Delegate;

"Security Agent" means Kroll Trustee Services Limited as security trustee for the Secured Parties, which expression shall include any successor acting as such trustee appointed from time to time;

And WE, the Chargor, HEREBY in security of the Secured Obligations GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the Property; DECLARING THAT:

1. The Standard Conditions specified in Schedule 3 to the 1970 Act shall apply, but the Chargor agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the Facilities Agreement. This Standard Security is subject to the terms of the Intercreditor Agreement and in the event of any conflict, the terms of the Intercreditor Agreement shall prevail.
2. The whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Property shall be incorporated and held to be repeated in this Standard Security *mutatis mutandis*.
3. If the Security Agent enters into possession of the Property, the Security Agent will be entitled (if the Security Agent thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within twenty eight days of the Security Agent entering into possession, without the Security Agent being liable for any loss or damage caused by the exercise of this power. The Security Agent will, though, be obliged to account for the proceeds of any such sale after deducting all proper and reasonable expenses incurred by the Security Agent in relation to such furniture, goods, equipment or other moveable property.
4. The Chargor shall not (unless permitted under the terms of the Facilities Agreement):
 - 4.1 create, or agree to create, any subsequent security or charge over the Property or any part of it; or
 - 4.2 assign, convey or otherwise transfer the Property or any part of it to any person in each case without the prior written consent of the Security Agent, which consent shall not be unreasonably withheld if granted, may be granted subject to such conditions as the Security Agent may see fit to impose provided always that the written consent of the Security Agent is

not required in the case of (i) a short term lease of the whole of the Property not longer than five years that are on standard commercial terms with a rent of less than £100,000 per annum provided no Default is continuing on the date of the proposed lease or would occur as a result of the lease and/or (ii) the Chargor can grant a servitude and/or wayleave in favour of a statutory undertaker or utility provider for installing and keeping installed, constructing, maintaining, operating, upgrading and decommissioning electric line(s), cables, gas pipes, electronic communication apparatus in, on or under the Property.

5. Without prejudice to the effect of section 13(1) of the 1970 Act (and the foregoing provisions of this Standard Security), if any Finance Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Finance Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Finance Party and to open a new account or accounts in place of it or them. If the Finance Party does not do so, the Finance Party shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Finance Party shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Finance Party at the time when the Finance Party received the notice. If the Chargor shall have more than one account with any Finance Party, the Finance Party may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.
6. For the purposes of Standard Condition 9 of Schedule 3 to the 1970 Act, the Chargor shall be held to be in default in addition to the grounds specified in the said Standard Condition 9 on the occurrence of an Event of Default.
7. The Security Agent may at any time (without consent) assign this Standard Security to any person. In case of any such assignation, the assignee shall have the benefit of all the obligations of the Chargor and the provisions contained in this Standard Security and may at any time after the assignation exercise all rights and remedies of the Security Agent for securing the Secured Obligations.
8. A certificate signed by an authorised signatory on behalf of the Security Agent as to the amount of the Secured Obligations shall, except in the case of manifest or demonstrable error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Standard Security.
9. The Chargor shall, at its own expense, take whatever action the Security Agent may require for:
 - 9.1 perfecting or protecting the security intended to be created by this Standard Security; and
 - 9.2 facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Security Agent (or any of its delegates or sub-delegates) in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Agent or its nominees, the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Agent may think expedient.
10. Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law. If at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired by that and the provision or provisions affected by any such

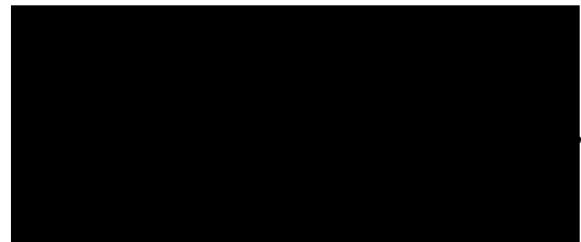
unenforceability shall be given effect in all other respects other than that in which it is or they are unenforceable.

11. No failure or delay by the Security Agent or any of the Finance Parties in exercising any right, power or remedy provided by this Standard Security or by law shall operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy shall prevent further exercise of that or any other right, power or remedy.
12. Clause 35 (*Notices*) of the Facilities Agreement (other than clauses 35.3(c) and 35.6 (*Electronic communication*)) is incorporated into this Standard Security as if fully set out in this Standard Security.
13. The address of each Party for all communications or documents given under or in connection with this Standard Security are those identified with its name within this Standard Security or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Standard Security.
14. This Standard Security is a Finance Document.
15. The Chargor consents to the registration of this Standard Security and of any certificate referred to in clause 8 above for preservation and execution.
16. This Standard Security shall be governed by, and construed in accordance with the law of Scotland and the Chargor prorogates the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.
17. The Chargor grants warrandice.

IN WITNESS WHEREOF: these presents consisting of this and the preceding 3 pages together with the Schedule annexed are executed as follows:

They are signed for and on behalf of the Chargor

at Edinburgh
on 23/9/.....2022
by Lieven Baton (Director)



For and on behalf of the Chargor



Witness

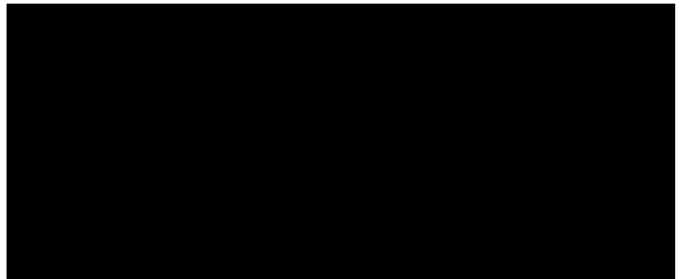
before, as witness

Ellis Gillespie Walls



This is the Schedule referred to in the foregoing Standard Security granted by Advanced Specialist Care Limited in favour Kroll Trustee Services Limited as security trustee for the Secured Parties in respect of subjects at:

1. ALL and WHOLE the subjects cadastral unit PTH51094 Dalguise Centre, Orchard Court and Grange Care Home, Balbeggie, Perth PH2 6AT being the subjects registered in the Land Register of Scotland under Title Number PTH51094



~~For and on behalf of the Chargor~~