



Registration of a Charge

Company Name: **BALHOUSIE HOLDINGS LIMITED**

Company Number: **SC278485**



XBDVFUVC

Received for filing in Electronic Format on the: **03/10/2022**

Details of Charge

Date of creation: **28/09/2022**

Charge code: **SC27 8485 0011**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **N/A**

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, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLAN LEAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 278485

Charge code: SC27 8485 0011

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th September 2022 and created by BALHOUSIE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2022 .

Given at Companies House, Edinburgh on 4th 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



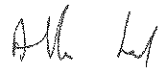
Companies House



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

I CERTIFY THAT, SAVE FOR THE MATERIAL REDACTED PURSUANT TO s.859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT

DATE: 03/10/22



SIGNED

DLA PIPER SCOTLAND LLP

EXECUTION VERSION

Floating Charge

BALHOUSIE HOLDINGS LIMITED
as Company

NATIONAL WESTMINSTER BANK PLC
as Security Agent

Dated 28 September 2022



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This Charge is subject to and has the benefit of an (i) intercreditor agreement made between, amongst others, (1) the Company, (2) the Security Agent and (3) the Secured Parties and (ii) a ranking agreement, made between, amongst others, (1) the Company, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Charge).

This Floating Charge is made on

28 September

2022

Parties

- (1) **BALHOUSIE HOLDINGS LIMITED** a company incorporated in Scotland (registered number SC278485) whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA (the **Company**)
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (as defined below) (in such capacity, the **Security Agent**)

It is agreed:

1 Definitions and interpretation

1.1 Definitions

In this Charge unless the context requires otherwise:

Act means the *Insolvency Act 1986* as amended by the *Insolvency Act 2000* and the *Enterprise Act 2002* or, where the context so requires, any of those enactments;

Charge means these presents (and, as the context may require or imply, the floating charge hereby created) as amended or supplemented from time to time;

Default Rate means the rate of interest determined in accordance with clause 11.3 (*Default interest*) of the Senior Facilities Agreement;

Delegate means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

Intellectual Property Rights means all know-how, patents, patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, domain names, moral rights, inventions, registered designs, copyright and all other industrial and intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for and rights to use the same) which may now or in the future subsist;

Receiver means any receiver or administrative receiver appointed in respect of the Secured Assets under this Charge and includes joint receivers;

Secured Assets means the whole of the property (including uncalled capital) which is or may from time to time, while this Charge is in force, be comprised in the property and undertaking of the Company;

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 Senior Finance Document (including all monies covenanted to be paid under this Charge);

Secured Parties means each Senior Finance Party and any Receiver or Delegate;

Security Period means the period beginning on the date of this Charge and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Senior Finance Documents;

Senior Facilities Agreement means the senior facilities agreement dated 4 September 2022 and made between (1) Selba Ltd as Parent, (2) Selba Care Ltd as Original Borrower, (3) the entities listed in Part 1 of Schedule 1 to it as Original Guarantors, (4) National Westminster Bank plc as Arranger, (5) National Westminster Bank plc as Original Lender, (6) National Westminster Bank plc as Agent and (7) the Security Agent;

Senior Finance Documents means each **Finance Document** as that term is defined in the Senior Facilities Agreement; and

Senior Finance Party means each **Finance Party** as that term is defined in the Senior Facilities Agreement.

1.2 Senior Facilities Agreement definitions

In this Charge, terms defined in, or construed for the purposes of, the Senior Facilities Agreement have the same meanings when used in this Charge (unless the same are otherwise defined in this Charge).

1.3 Interpretation

- (a) Unless a contrary indication appears in this Charge, the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement (other than clause 1.2(c)) apply to this Charge as though they were set out in full in this Charge, except that references to "*this Agreement*" will be construed as references to this Charge.
- (b) In this Charge unless the context requires otherwise:
 - (i) words importing the singular shall include the plural and vice versa;
 - (ii) references to this Charge or any other document shall be constituted as references to this Charge or such other document as amended, varied, restated, supplemented or novated from time to time;
 - (iii) references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;

- (iv) references to a "**person**" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
 - (v) references to a "**fixed security**" mean a fixed security as defined by section 486 of the Companies Act 1985;
 - (vi) any reference to the Security Agent includes its permitted successors, transferees and assignees;
 - (vii) references to a document "**in the agreed form**" means a document in a form agreed by the Company and the Security Agent and initialled by, or on behalf of, each of them for the purpose of identification as such; and
 - (viii) "**tax**" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "**taxes**" and "**taxation**" shall be construed accordingly.
- (c) Each undertaking of the Company (other than a payment obligation) contained in this Charge:
- (i) must be complied with at all times during the Security Period; and
 - (ii) is given by the Company for the benefit of the Security Agent and each other Secured Party.

1.4 Headings

The table of contents and the headings in this Charge are included for convenience only and shall be ignored in construing this Charge.

1.5 Conflict

If there is any conflict or inconsistency between any provision of this Charge and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.6 Third party rights

Save as expressly provided to the contrary in this Charge, a person who is not a party to this Charge has no right under the *Contract (Third Party Rights) (Scotland) Act 2017* to enforce or enjoy the benefit of any term of this Charge.

2 Floating Charge

2.1 Payment

The Company undertakes to the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.2 Floating Charge

In security for the payment and discharge of the Secured Obligations, the Company hereby grants a floating charge over the Secured Assets in favour of the Security Agent.

2.3 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Act applies to the floating charge created by or pursuant to this Charge (and such floating charge is a qualifying floating charge for the purposes of the Act).

2.4 Negative pledge and ranking

The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any Secured Asset other than as created by this Charge, any other charge granted by the Company in favour of the Security Agent or a Permitted Security;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Secured Asset (except for a Permitted Disposal); or
- (c) create or permit to exist any fixed security or floating charge over all or part of the Secured Assets which ranks in priority to or equally with the floating charge created by Clause 2.2 except for any fixed security granted by the Company in favour of the Security Agent or as permitted in the Senior Facilities Agreement.

3 Protection of security

3.1 Continuing security

This Charge is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

3.2 No prejudice

This Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

3.3 Right to enforce

This Charge may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

3.4 Non impairment

The Company agrees that none of its obligations or the Security Agent's rights, powers and discretions under this Charge shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any Security or any right or remedy which the Security Agent may have now or in the future from or against the Company or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any Security or guarantee from or against the Company or any other person in respect of the Secured Obligations; or

- (c) any increase in or waiver or discharge of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Senior Facilities Agreement or the other Senior Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Company or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- (g) anything done or omitted to be done by the Security Agent or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Company under this Charge.

4 Representations, warranties and undertakings

4.1 Representations and warranties

- (a) The Company represents and warrants to the Security Agent and to each other Secured Party that:
 - (i) It is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
 - (ii) subject to the Legal Reservations:
 - (A) the obligations expressed to be assumed by it in this Charge are legal, valid, binding and enforceable obligations; and
 - (B) (without limiting the generality of paragraph 4.1(a)(ii)(A)), this Charge creates the security interests which it purports to create and those security interests are valid and effective;
 - (iii) it has the power to own its assets and carry on its business as it is being conducted;
 - (iv) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Charge;
 - (v) it has taken all necessary corporate action to authorise the execution and delivery of this Charge and the performance of its obligations hereunder;
 - (vi) the entry into and performance by it of, and the transactions contemplated by, this Charge do not and will not conflict with:
 - (A) any law or regulation applicable to it;
 - (B) its constitutional documents; or
 - (C) any agreement or instrument binding upon it or constitute a default or termination event (however described) under any such agreement or instrument,

to the extent which would have a Material Adverse Effect;

- (vii) all Authorisations required:
 - (A) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Charge; and
 - (B) to make this Charge admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect;
 - (viii) it has not, save as provided for in the Intercreditor Agreement and except for the Permitted Security, liens or retention of title provisions arising in the ordinary course of its trading activities, granted or created any other Security, charge or encumbrance over the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so; and
 - (ix) it has not, save in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms, entered into any agreement or granted any option to sell or otherwise dispose of the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so.
- (b) All the representations and warranties in this clause 4 and are also deemed to be made by the Company:
- (i) on the date of each Utilisation Request and each Utilisation Date;
 - (ii) on the first day of each Interest Period;
 - (iii) on the date of each Incremental Facility Notice; and
 - (iv) on each Establishment Date.
- (c) Each representation and warranty deemed to be made after the date of this Charge shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

4.2 Undertakings

- (a) The Company undertakes that save as otherwise provided in the Senior Facilities Agreement or unless otherwise agreed in writing by the Security Agent it shall not:
- (i) other than by way of a Permitted Disposal, dispose of any of its heritable, freehold or leasehold property or any interest or estate therein or grant any lease, sub-lease, tenancy, sub-tenancy or licence thereof or surrender or accept the surrender of any of the foregoing;
 - (ii) other than by way of a Permitted Disposal, dispose of any other of the Secured Assets;
 - (iii) pull down or remove the whole or any part of any buildings or erections forming part of the Secured Assets or make any structural or external alterations thereto or sever or unfix or remove any of the fixtures attaching thereto or (except for the purpose of effecting necessary repairs or replacing

with new or improved models or substitutes) remove any fixed plant or machinery belonging to or used by it;

- (iv) sell, factor, discount, assign or otherwise charge or dispose of its book debts or other accounts or payments receivable;
- (v) become a guarantor or surety for any person;
- (vi) issue or create any debentures, debenture or loan stock or loan capital;
- (vii) agree to postpone or subordinate the Company's right to receive or claim payment of any debt or monetary claim due to it; or
- (viii) do or omit to do anything whereby any insurance in respect of the Company or the Secured Assets may be rendered void or voidable.

(b) The Company undertakes that unless otherwise agreed in writing by the Security Agent it shall:

- (i) conduct its business and affairs in a proper and efficient manner;
- (ii) comply with its obligations under the Senior Facilities Agreement and the other Senior Finance Documents;
- (iii) on request deposit with the Security Agent all title deeds, certificates and other documents of title or evidence of ownership in relation to the Secured Assets;
- (iv) promptly notify the Security Agent of its acquisition of any heritable, freehold or leasehold property, and if so requested, deposit with the Security Agent all title deeds, leases and other documents of title or evidence of ownership or occupation in relation to that property;
- (v) comply with all obligations, conditions and covenants relating to the heritable, freehold or leasehold property owned or occupied by the Company and promptly pay all rents, rates, taxes and other outgoings in respect thereof and give the Security Agent and its representatives access to such property at all reasonable times, on reasonable notice where failure to do so is likely to have a Material Adverse Affect;
- (vi) comply with in all respects with all laws, statutes, directives and regulations (including, without limitation, Environmental Laws) and all notices, codes of practice and other requirements having the force of law which are applicable to it and obtain, effect, maintain and comply with all registrations, licenses, consents, authorisations and exemptions required (including, without limitation, under Environmental Law) for the efficient conduct of its business where failure to do so is likely to have a Material Adverse Affect;
- (vii) keep the Secured Assets in good order (and where appropriate good working order) and repair and, where necessary, renew and replace them;
- (viii) shall at all times comply with its obligations as to insurance contained in the Senior Facilities Agreement (and in particular, clause 23.23 (Insurance) of the Senior Facilities Agreement);
- (ix) apply all monies received under any such insurances towards replacing, restoring or reinstating the property destroyed or damaged or making good the loss or damage otherwise sustained;

- (x) notify the Security Agent immediately in the event of any creditor executing diligence, (whether effectual or not), levying distress or execution, or serving any garnishee order against the Company or any of the Secured Assets;
- (xi) take all commercially reasonable and appropriate action (in particular make all filings and registrations and pay all fees, taxes and similar amounts) as may be necessary to maintain in full force and effect all Intellectual Property Rights (if any) owed or used by the Company and which is necessary for the business of the Company and take such reasonable steps as may be necessary (including without limitation, instituting legal proceedings) to prevent third parties infringing such Intellectual Property Rights in any material respect; and
- (xii) promptly notify the Security Agent of any breach of any Environmental Law applicable to it, or of any of the representations, warranties and undertakings on its part specified in this clause 4 where such breach has or is likely to have a material adverse effect on the value of the Secured Assets, the financial condition, assets or revenues of the Company, the ability of the Company to fulfil the Secured Obligations, or the effectiveness of this Charge.

5 Enforcement

5.1 Enforceable

This Charge shall become immediately enforceable upon, or at any time after:

- (a) the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing; or
- (b) the Company requesting the appointment of a Receiver or administrator.

5.2 Appointment of Receiver or administrator

- (a) At any time after this Charge has become enforceable the Security Agent shall be entitled:
 - (i) to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
 - (ii) to appoint one or more persons as an administrator of the Company;
 - (iii) to make an administration application in respect of the Company; or
 - (iv) to give notice of intention to appoint an administrator in respect of the Company.
- (b) The appointment of a Receiver or Receivers or an administrator, or the giving of notice of intention to appoint an administrator shall be effected by the Security Agent by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Security Agent shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

5.3 Powers of Receiver

A Receiver appointed under this Charge shall have the following powers in addition to those specified in Schedule 2 of the Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- (b) subject to the articles of association, to convene extraordinary general meetings of the Company;
- (c) generally, without prejudice to the other provisions of this clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- (d) in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

5.4 Agent of Company

The Receiver shall be the agent of the Company for all purposes of and in all respects arising under this Charge and, except as otherwise provided by the Act, the Company alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

5.5 Balance

The rights powers and discretions conferred on the Receiver under this clause are subject only to his/her obligation to account to the Company or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

5.6 Third parties

- (a) No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- (b) The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

6 Application of proceeds and Intercreditor Agreement

6.1 Application

All monies received by the Security Agent or any Receiver after this Charge has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Charge) be applied in accordance with and subject to the terms of the Intercreditor Agreement.

6.2 Contingencies

If this Charge is enforced at a time when no amounts are due under the Senior Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent may determine).

6.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 6.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Company.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Charge may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

7 Liability of Receiver and Security Agent

The Receiver and the Security Agent shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Charge or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Security Agent, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Charge, except to the extent caused by the gross negligence or wilful default of the Receiver or the Security Agent or his/her or its officers, employees or agents.

8 Set-off

8.1 Set-off rights

The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or otherwise) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation.

8.2 Set-off rights after Security is enforceable

At any time after this Charge has become enforceable (and in addition to its rights under clause 8.1 (*Set-off rights*)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation.

8.3 Currency conversion for the purposes of set-off

If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

8.4 Unliquidated or unascertained liabilities

If either obligation referred to in this clause 8 is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

9 Delegation

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Charge upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

10 Financial Collateral

10.1 To the extent that any of the Secured Assets constitute "*financial collateral*" and this Charge constitutes a "*security financial collateral arrangement*" (in each case as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent may, at any time after the security constituted by this Charge has become enforceable, appropriate those Secured Assets in or towards the discharge of the Secured Obligations.

10.2 For the purpose of clause 10.1, the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

11 Further assurances

11.1 Further action

Subject to the Agreed Security Principles, the Company shall, at its own expense, promptly do all such acts and execute all such documents (including any standard security, charge, transfer, conveyance, assignment, assignation or assurance of or over any property) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) in favour of the Security Agent, a Receiver or its nominees in order to:

- (a) perfect the Security created or intended to be created under or evidenced by this Charge or for the exercise of any rights, powers and remedies exercisable by the

Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Secured Asset or provided by or pursuant to this Charge or by law; and/or

- (b) confer on the Security Agent, any Receiver or the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Charge; and/or
- (c) facilitate the realisation of the assets which are, or are intended to be, the subject of this Charge.

11.2 Senior Finance Documents

The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Charge.

12 Power of attorney

12.1 Appointment

The Company hereby irrevocably appoints the Security Agent, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Company is obliged to do (but has not done) under this Charge including, without limitation, to create any fixed Security or charge over any of the Secured Assets; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent or the Receiver in relation to the Secured Assets under this Charge.

12.2 Ratification

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this clause.

12.3 Exercise of power

The appointment effected under clause 12.1 (*Appointment*) shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing (which upon the appointment of the Receiver shall be deemed to be the case) or if the Company does not fulfil any of its obligations under clause 11 (*Further assurances*) within five Business Days of notice from the Security Agent or the Receiver to do so.

13 Currency conversion

All monies received or held by the Security Agent or any Receiver under this Charge may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. The Company shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Company in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

14 Miscellaneous

14.1 New accounts

- (a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Secured Asset and/or the proceeds of sale of any Secured Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Company. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

14.2 Non compliance by Company

If the Company fails to make any payment or fulfil any obligation due by it under or pursuant to this Charge, the Receiver or the Security Agent, as the case may be, shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Company on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

14.3 Assignment

- (a) The Security Agent may assign or transfer all or any part of its rights under this Charge pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Company shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignment or transfer.
- (b) The Company may not assign, transfer or otherwise deal with the benefit or burden of this Charge or any of its rights or obligations hereunder.

14.4 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Charge it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Charge or not) other than as expressly set out in this Charge.

14.5 Consent to registration

The Company consents to the registration of this Charge and of any certificate referred to in clause 16 (*Calculations and certificates*) below for preservation and execution.

14.6 Expenses

The Company shall within 5 Business Days of demand indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of the Security constituted by this Charge;

- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by the Senior Finance Documents or by law; or
- (c) any default by the Company in the performance of any of the obligations expressed to be assumed by it in the Senior Finance Documents,

in each case together with interest at the Default Rate, from the date of demand until settlement, and the amount thereof shall be a Secured Obligation.

15 Notices

15.1 Senior Facilities Agreement

The provisions of clause 35 (*Notices*) of the Senior Facilities Agreement (other than clauses 35.3(c) and 35.6 (*Electronic communication*)) shall apply *mutatis mutandis* to this Charge as if set out in full herein.

15.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this clause 15 are:

The Security Agent

Address: West Midlands Corporate Banking
2 St. Philips Place
Birmingham, B3 2RB

For the attention of: Jonathan Ward

Fax number: N/A

and

Address: Specialist Portfolio Management
2nd Floor, Trinity Quay 2, Avon Street
Bristol, BS2 0PT

For the attention of: Daniel Andrew

Fax number: N/A

The Company

Address: The Company's registered office from time to time

For the attention of: Lieven Baten

Fax number: None

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

16 Calculations and certificates

Any certificate of or determination by a Secured Party, the Security Agent or the Senior Agent specifying the amount of any Secured Obligation due from the Company (including details of

any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Company of the matters to which it relates.

17 Partial invalidity

All the provisions of this Charge are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

18 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Charge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

19 Amendments and waivers

Any provision of this Charge may be amended in writing by the Security Agent and the Company. Any breach of this Charge may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

20 Release

20.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Company, take whatever action is necessary to discharge and release (without recourse or warranty) the Secured Assets from the Security created by this Charge.

20.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Company or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Company under this Charge shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

20.3 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Agent's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Agent shall be entitled to retain this Charge undischarged until the expiry of the period during which it may be challenged on any such ground.

20.4 Avoidance of payments

The Security Agent's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted

by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Agent on the faith of any such payment or realisation.

21 Governing law

This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 15 preceding pages are executed as follows:

SUBSCRIBED for and on behalf of
BALHOUSIE HOLDINGS LIMITED

at *Edinburgh*

on the *23rd* day of *September* 2022

by



Lieveen Baten (Director)

Director


before this witness




Witness

Ellis Gillespie Walls

Full Name

 *Hope Street*

Address

Edinburgh,  *4PB*