



Registration of a Charge

Company Name: **BALHOUSIE HOLDINGS LIMITED**

Company Number: **SC278485**



XBEH25QJ

Received for filing in Electronic Format on the: **12/10/2022**

Details of Charge

Date of creation: **05/10/2022**

Charge code: **SC27 8485 0020**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE AGGREGATE OF ALL AMOUNTS PAID OR PAYABLE TO, OR FOR THE BENEFIT OR ACCOUNT OF, ANY OBLIGER IN CONNECTION WITH THE LETTING, LICENSE OR GRANT OF OTHER RIGHTS AND USE OR OCCUPATION OF ANY PART OF THE PROPERTY KNOWN AS EARN HOUSE, BROXDEN BUSINESS PARK, LAMBERKINE DRIVE, PERTH OR ANY PART THEREOF. PLEASE SEE THE INSTRUMENT FOR MORE INFORMATION REGARDING THE DEFINITIONS AS DETAILED IN THE INSTRUMENT AND SUMS TO BE SECURED.**

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:

EDWIN TRUESDALE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 278485

Charge code: SC27 8485 0020

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th October 2022 and created by BALHOUSIE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2022 .

Given at Companies House, Edinburgh on 12th 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



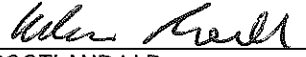
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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 ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT

DATE:

12/10/12

SIGNED:



DLA PIPER SCOTLAND LLP

Balhousie Holdings Limited

Assignment of Rents

in favour of National Westminster Bank plc as Security Agent



ARVA/001/007_3486490_4

DLA Piper Scotland LLP is part of DLA Piper, a global law firm, operating through various separate and distinct legal entities.

A list of offices and regulatory information can be found at dlapiper.com

We, Balhousie Holdings Limited (Company No SC278485) whose registered office is at c/o Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA (**Chargor**) confirm and declare that, in this Assignment of Rents

- (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Senior Facilities Agreement (as herein defined);
- (b) the following words and expressions shall have the respective meanings given to them, namely:

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

Occupational Lease means a sub-underlease of part of the Property made between (1) The Chargor and (2) Savills UK Limited Savills (UK) Limited (02605138) dated 7 July 2016 and 1 August 2016 and registered in the Books of Council and Session on 4 August 2016, as same shall have been subsequently varied and amended, and any occupational lease or licence or other right of occupation to which the Chargor's interest in the Property or any part thereof may be subject from time to time;

Property means those subjects detailed in the schedule docketed and signed as relative hereto;

Receiver means any receiver or administrative receiver appointed in respect of the Rental Income under this Assignment of Rents and includes joint receivers;

Rental Income means the aggregate of all amounts paid or payable to, or for the benefit or account of, any Obligor in connection with the letting, licence or grant of other rights and use or occupation of any part of the Property or any part thereof, including (but not limited to):

- (a) rent and/or licence fees (and any amount equivalent thereto) (excluding any Value Added Tax thereon which has to be remitted to HMRC) received under any Occupational Lease whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) sums received or receivable from any deposit held as security for performance of any tenant's financial obligations;
- (c) any other moneys paid or payable in respect of occupation and/or usage of (i) the Property and (ii) any fixture and fitting on the Property and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (d) any sum paid or payable under any policy of insurance in respect of loss of rent; and
- (e) any sum paid or payable as the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Occupational Lease;
- (f) any interest paid or payable on and any damages compensation or settlement paid or payable in respect of any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor.

Secured Liabilities 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 and all or any monies liabilities and obligations due by the Chargor pursuant to this Assignment of Rents;

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

Security Agent means National Westminster Bank Plc for itself and as trustee for the Secured Parties, which expression shall include any successor security trustee appointed from time to time;

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

Unless a contrary indication appears in this Assignment of Rents, the provisions of clause 1.2 (Construction) of the Senior Facilities Agreement (other than clause 1.2(c)) apply to this Assignment of Rents as though they were set out in full in this Assignment of Rents; and we the Chargor considering that we the Chargor have agreed to grant these presents as additional security for the Secured Liabilities; now therefore we the Chargor do hereby assign in security of the due and punctual payment by the relevant Obligor of the Secured Liabilities to and in favour of the Security Agent our whole right, title and interest in and to the Rental Income; And we the Chargor undertake that we shall, at the request of the Security Agent and at our own expense, grant and execute such other deeds and documents and take all lawful action as may in the opinion of the Security Agent be required to enable the Security Agent to obtain possession of, recover and uplift the Rental Income; And we the Chargor acknowledge that notwithstanding the date or dates hereof, we bind and oblige ourselves to deliver to the Security Agent or the Security Agent's solicitors, validly executed intimation notices to each occupational tenant in terms of the leases conforming to the intimation notices forming part 2 of the Schedule; and we the Chargor hereby agree and acknowledge that the security created by this Assignment of Rents shall become immediately enforceable upon the occurrence of any Event of Default and the Security Agent may in its absolute discretion enforce all or any part of this Assignment of Rents as it sees fit and at any time after this Assignment of Rents has become enforceable, the Security Agent shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Rental Income which would have been exercised by the Chargor; And we the Chargor hereby acknowledge and agree that all notices, requests, demands and other communications to be given under this Assignment of Rents shall be given and/or be deemed to be given in the same manner as notices may be given under the Senior Facilities Agreement; And we the Chargor warrant this Assignment absolutely; And we the Chargor consent to the registration of these presents for preservation and execution;

This Assignment of Rents will be governed by Scots Law and we hereby prorogate the jurisdiction of the Scottish Courts: in witness whereof these presents on this and the preceding two pages together with the schedule annexed are executed as follows:

Subscribed for and on behalf of
Balhousie Holdings Limited

at *Edinburgh*
on the *23rd* day
of *September* 20*22*
by



Director

Lieven Batan

Full Name

before this witness



Witness

Ellis Gillespie Walls

Full Name

12 Hope Street

Address

Edinburgh, EH2 4DB

This is the schedule referred to in the foregoing Assignment of Rents by Balhousie Holdings Limited in favour of National Westminster Bank plc (as Security Agent)

Part 1 - The Property

ALL and WHOLE the tenant's interest in the lease between (1) ARB Properties (Scotland) Limited and (2) Balhousie Holdings Limited dated 20 October 2013 and registered in the Books of Council and Session 15 January 2014, as same shall have been subsequently varied and amended, of the subjects known as and forming Earn House, Broxden Business Park, Lamberkine Drive, Perth.

Part 2 - Form of Intimation

FORM OF NOTICE OF ASSIGNMENT TO TENANTS

TO: [Specify Tenant]
[Address]

[Date]

This letter constitutes notice to you that, by an Assignment of Rental Income dated July 2016 (a copy of which is attached) (the "**Assignment of Rental Income**"), we assigned by way of security to National Westminster Bank Plc (the "**Bank**") all our rights in respect of the Rental Income payable pursuant to the Occupational Lease between ourselves as landlord and you as Tenant (as such capitalised terms are defined in such Assignment of Rental Income).

We confirm that:

- (a) we will remain liable irrespective of the terms of the Assignment of Rental Income to perform all the obligations assumed by us in relation to the Occupational Lease; and
- (b) none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Occupational Lease.

We will also remain entitled to exercise all our rights, powers and discretions in respect of the Occupational Lease, and you should continue to give notices in respect of the Occupational Lease to us, unless and until you receive notice from the Bank to the contrary stating that the security created hereby has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Bank or as it directs.

You are hereby instructed to continue to pay all Rental Income payable pursuant to the Occupational Lease directly to the account into which you have been paying such Rental Income to date until such time as you receive written notice from the Bank directing you to pay all such Rental Income into such account as the Bank may direct in that written notice.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Lease without the prior consent of the Bank.

This letter is governed by Scottish law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Bank.

Yours faithfully,

For and on behalf of Balhousie Holdings Limited

..... Director

FORM OF ACKNOWLEDGEMENT OF INTIMATION OF ASSIGNATION TO TENANTS

To: National Westminster Bank Bank Plc

[Date]

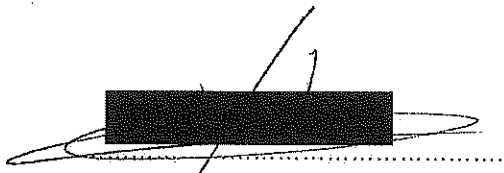
Dear Sirs,

We confirm receipt from Balhousie Holdings Limited (the "**Assignor**") of an intimation dated 2022 of an Assignment of Rental Income dated [] 2022 of all the Assignor's rights in respect of the Rental Income payable under the Occupational Lease (with such notice being the "**Intimation**"). Terms and expressions defined in the Intimation shall have the same meaning where used herein.

We confirm that we will pay all sums due in connection with the Lease as directed in the Intimation.

This letter is governed by Scottish law.

Yours faithfully,


(Director)
[Tenant]

.....
For and on behalf of the Chargor

