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CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



SC278485

Name of company

* BALHOUSIE HOLDINGS LIMITED (the "Company")

Date of creation of the charge (note 1)

28 September 2022

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Floating Charge (the "Charge")

Names of the persons entitled to the charge

Kroll Trustee Services Limited as security trustee for the Secured Parties (the "Security Agent").

(Capitalised terms are defined in the paper apart).

Short particulars of all the property charged

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

Presenter's name address and
reference (if any):

Stuart Fitzsimmons
Dentons UK and Middle East LLP
1 George Square
Glasgow
G2 1AL

For official use (02/06)
Charges Section

Post room

WEDNESDAY



SBEI6HPV

SCT

12/10/2022

#47

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See paper apart

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

The instrument of alteration was executed by the parties on 20, 21, 22 and 23 September 2022. The instrument of alteration was delivered on 28 September 2022.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Ranking of Transaction Security:-

Each of the Parties agrees that the Transaction Security shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:

- (a) first, the Senior Facility Liabilities and the Hedging Liabilities, ranking pari passu and without any preference between them; and
- (b) second, the Subordinated Liabilities, ranking pari passu and without any preference between them.

For the purposes of the Insolvency Act 1986, the Security Agents hereby confirm that any qualifying floating charges within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 contained in the Transaction Security shall rank in the order set out above notwithstanding the date of creation of such floating charges.

(Capitalised terms are defined in the paper apart).

Please complete
legibly, preferably
in black type, or
bold block lettering

Signed Perkins UK and Middle East Ltd Date 12 October 2011

On behalf of [company] [chargee]

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

THIS IS THE PAPER APART TO THE FORM 466 IN RESPECT OF THE ALTERATION TO A FLOATING CHARGE BETWEEN (1) NATIONAL WESTMINSTER BANK PLC, (2) KROLL TRUSTEE SERVICES LIMITED, (3) BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION SK1), (4) BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION EUROPE 2021 CP SMA YP), (5) ANTHONY ROIAL BANKS, (6) BALHOUSIE HOLDINGS LIMITED, (7) BALHOUSIE CARE LIMITED, (8) ADVANCED SPECIALIST CARE LIMITED AND (9) SELBA CARE LTD DATED 28 SEPTEMBER 2022

1 Names of the persons entitled to the charge

Defined terms

"Secured Parties" means each Mezzanine Finance Party and any Receiver or Delegate

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

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

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

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

"Mezzanine Facilities Agreement" means the mezzanine facilities agreement dated the same date as the Charge and made between (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) Bridge Securitisation S.C.A as original lender and (5) the Security Agent

2 Names, and addresses of the persons who have executed the instrument of alteration

- (1) **NATIONAL WESTMINSTER BANK PLC**, whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA (the **"Senior Security Agent"**)
- (2) **KROLL TRUSTEE SERVICES LIMITED**, whose registered office is The News Building, Level 6, 3 London Bridge Street, London SE1 9SG as security trustee for each of the Subordinated Creditors individually (the **"Subordinated Security Agent"**)
- (3) **BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION SK1)** of 4, rue Robert Stumper L-2557 Luxembourg Grand Duchy of Luxembourg, **BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION EUROPE 2021 CP SMA YP)** of 4, rue Robert Stumper L-2557 Luxembourg Grand Duchy of Luxembourg and **ANTHONY ROIAL BANKS** of No1 Vernonholme, Riverside Drive, Dundee DD2 1QJ
- (4) **BALHOUSIE HOLDINGS LIMITED**, whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA
- (5) **BALHOUSIE CARE LIMITED**, whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA

- (6) **ADVANCED SPECIALIST CARE LIMITED**, whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA
- (7) **SELBA CARE LTD**, whose registered office is at 84 Brook Street, London, England, W1K 5EH (the "Borrower")

3 A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Defined terms

"Transaction Security" means each of the Senior Security and the Subordinated Security

"Senior Security" means each document listed in Part 1 of the Schedule (Senior Security) to the instrument evidencing the alteration of a charge to which this form 466 relates

"Subordinated Security" means:

- (a) the EDR Security Documents; and
- (b) the Vendor Security Documents

"EDR Security Documents" means each document listed in Part 2 of the Schedule (EDR Security Documents) to the instrument evidencing the alteration of a charge to which this form 466 relates

"Vendor Security Documents" means each document listed in Part 3 of the Schedule (Vendor Security Documents) to the instrument evidencing the alteration of a charge to which this form 466 relates

"Schedule" means the schedule annexed as relative to the instrument evidencing the alteration of a charge to which this form 466 relates

"Liabilities" has the meaning given to the term "Liabilities" as defined in the Intercreditor Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time, among the Senior Security Agent and the Subordinated Security Agent, and certain other persons party or that may become party thereto from time to time

"Subordinated Creditor" has the meaning given to the term "Subordinated Creditor" as defined in the Intercreditor Agreement

"Senior Facility Liabilities" means the Liabilities owed by the Debtors to the Senior Facility Creditors under the Senior Finance Documents

"Debtor" has the meaning given to the term "Debtor" as defined in the Intercreditor Agreement

"Senior Facility Creditors" means the Senior Agent, the Senior Arranger and each Senior Lender

"Senior Agent" means National Westminster Bank plc

"Senior Arranger" means National Westminster Bank plc

"Senior Lenders" has the meaning given to the term "Lender" as defined in the Senior Facilities Agreement

"Senior Finance Documents" means the "Finance Documents" as defined in the Senior Facilities Agreement

"Senior Facilities Agreement" means the senior facilities agreement made between, amongst others, Selba Ltd as the parent and the Senior Facility Creditors (each term as defined therein) and others and dated 4 September 2022

"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements

"Hedge Counterparty" has the meaning given to the term "Hedge Counterparty" as defined in the Intercreditor Agreement

"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement

"Subordinated Liabilities" means the Liabilities owed to the Subordinated Facility Creditors under the Subordinated Finance Documents

"Subordinated Facility Creditors" means the Subordinated Agent and each Subordinated Creditor

"Subordinated Finance Documents" means the "Finance Documents" as defined in each of the Subordinated Facility Agreements

"Subordinated Facility Agreements" means each of the EDR Facility Agreement and the Vendor Facility Agreement

"EDR Facility Agreement" means the facilities agreement dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time, made between, amongst others, Selba Ventures Ltd (as borrower), the Subordinated Security Agent and BRIDGE Securitisation S.C.A (acting with respect to BRIDGE Securitisation SK1) and BRIDGE Securitisation S.C.A (acting with respect to BRIDGE Securitisation Europe 2021 CP SMA YP) as original lenders

"Vendor Facility Agreement" means the facility agreement made between, amongst others, Selba Ventures Ltd (as borrower), the Subordinated Agent, the Subordinated Security Agent and Anthony Roiall Banks (as original lender) dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time

"Security Agents" means the Senior Security Agent and the Subordinated Security Agent

"Subordinated Agent" means Kroll Agency Services Limited

"Party" means a party to the instrument evidencing the alteration of a charge to which this form 466 relates.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

**COMPANY NO. 278485
CHARGE CODE SC27 8485 0016**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 28 SEPTEMBER 2022 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 12 OCTOBER 2022**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 28
SEPTEMBER 2022**

BY BALHOUSIE HOLDINGS LIMITED

**IN FAVOUR OF
KROLL TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE
FOR THE SECURED PARTIES (AS DEFINED IN THE
INSTRUMENT) (IN SUCH CAPACITY, THE SECURITY AGENT)**

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 OCTOBER 2022



Companies House



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



I certify that save for material redacted pursuant to s.859G of the Companies Act 2006 this is a true and complete copy of the original document.

Dentons UK and Middle East LLP

For and on behalf of Dentons UK and Middle East LLP

12 October 2022

Dated 28 September 2022

(1) NATIONAL WESTMINSTER BANK PLC

as Senior Security Agent

(2) KROLL TRUSTEE SERVICES LIMITED

as Subordinated Security Agent for each of the Subordinated Creditors, individually

(3) BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION SK1), BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION EUROPE 2021 CP SMA YP) AND ANTHONY ROIAL BANKS

as Subordinated Lenders

(4) BALHOUSIE HOLDINGS LIMITED

(5) BALHOUSIE CARE LIMITED

(6) ADVANCED SPECIALIST CARE LIMITED

- and -

(7) SELBA CARE LTD

RANKING AGREEMENT

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This Ranking Agreement is delivered on

28 September

2022

between

- (1) NATIONAL WESTMINSTER BANK PLC as security trustee for the Senior Lenders (as "Senior Security Agent");**
- (2) KROLL TRUSTEE SERVICES LIMITED as security trustee for each of the Subordinated Creditors individually, whose registered office is The News Building, Level 6, 3 London Bridge Street, London SE1 9SG with company number 10992576 (as "Subordinated Security Agent");**
- (3) BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION SK1), BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION EUROPE 2021 CP SMA YP) AND ANTHONY ROIAL BANKS (the "Subordinated Lenders");**
- (4) 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;**
- (5) BALHOUSIE CARE LIMITED, a company incorporated in Scotland (registered number SC166652) whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA;**
- (6) ADVANCED SPECIALIST CARE LIMITED, a company incorporated in Scotland (registered number SC096630) whose registered office is at Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA; and**
- (7) SELBA CARE LTD, a company incorporated in England and Wales (registered number 14263876) whose registered office is at 84 Brook Street, London, England, W1K 5EH (the "Borrower").**

CONSIDERING THAT:

- (A) The Senior Lenders (as defined below) and the Subordinated Creditors have each agreed to make certain facilities available to the Borrower and, as a requirement of each of those facilities, the Obligors have granted or will grant certain securities to each of the Senior Security Agent and the Subordinated Security Agent.**
- (B) The Senior Security Agent, the Subordinated Security Agent and the Obligors have agreed to enter into this Agreement for the purpose of regulating the priority of the securities referred to above.**

IT IS AGREED:

1 Definitions and interpretation

- 1.1 In this Agreement, except where the context otherwise requires, each of the expressions set out below shall have the following meanings:**

"Creditors" means the Senior Lenders and the Subordinated Creditors;

"Debtor" has the meaning given to the term *"Debtor"* as defined in the Intercreditor Agreement;

"EDR Facility Agreement" means the facilities agreement dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time, made between, amongst others, Selba Ventures Ltd (as borrower), the Subordinated Security Agent and BRIDGE Securitisation S.C.A (acting with respect to BRIDGE Securitisation SK1) and BRIDGE Securitisation S.C.A (acting with respect to BRIDGE Securitisation Europe 2021 CP SMA YP) as original lenders;

"EDR Finance Party" means each *"Finance Party"* as that term is defined in the EDR Facility Agreement;

"EDR Security Documents" means each document listed in Part 2 of the Schedule (*EDR Security Documents*);

"Hedge Counterparty" has the meaning given to the term *"Hedge Counterparty"* as defined in the Intercreditor Agreement;

"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement;

"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements;

"Intercreditor Agreement" means the intercreditor agreement dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time, among the Senior Security Agent and the Subordinated Security Agent, and certain other persons party or that may become party thereto from time to time;

"Liabilities" has the meaning given to the term *"Liabilities"* as defined in the Intercreditor Agreement;

"Obligors" means Balhousie Holdings Limited, Balhousie Care Limited, Advanced Specialist Care Limited and the Borrower (each an *"Obligor"*);

"Party" means a party to this Agreement;

"Pledged Shares" means the entire issued share capital from time to time of each of Balhousie Holdings Limited (registered number SC278485), Balhousie Care Limited (registered number SC166652) and Advanced Specialist Care Limited (registered number SC096630) (each being a *"Charged Entity"*);

"Subordinated Share Pledge" means each share pledge granted by an Obligor over the Pledged Shares, granted in favour of the Subordinated Security Agent (each being a *"Subordinated Share Pledge"*);

"Schedule" means the schedule annexed as relative hereto;

"Security Agents" means the Senior Security Agent and the Subordinated Security Agent;

"Senior Agent" means National Westminster Bank plc;

"Senior Arranger" means National Westminster Bank plc;

"Senior Facilities Agreement" means the senior facilities agreement made between the Parent, the Company, the Senior Facility Creditors (each term as defined therein) and others and dated 4 September 2022;

"Senior Facilities Discharge Date" has the meaning given to the term "*Senior Facilities Discharge Date*" as defined in the Intercreditor Agreement;

"Senior Facility Creditors" means the Senior Agent, the Senior Arranger and each Senior Lender;

"Senior Facility Liabilities" means the Liabilities owed by the Debtors to the Senior Facility Creditors under the Senior Finance Documents;

"Senior Finance Documents" means the "*Finance Documents*" as defined in the Senior Facilities Agreement;

"Senior Lenders" has the meaning given to the term "*Lender*" as defined in the Senior Facilities Agreement;

"Senior Security" means each document listed in Part 1 of the Schedule (*Senior Security*);

"Subordinated Agent" means Kroll Agency Services Limited;

"Subordinated Creditor" has the meaning given to the term "*Subordinated Creditor*" as defined in the Intercreditor Agreement;

"Subordinated Facility Agreements" means each of the EDR Facility Agreement and the Vendor Facility Agreement;

"Subordinated Facility Creditors" means the Subordinated Agent and each Subordinated Creditor;

"Subordinated Finance Documents" means the "*Finance Documents*" as defined in each of the Subordinated Facility Agreements;

"Subordinated Liabilities" means the Liabilities owed to the Subordinated Facility Creditors under the Subordinated Finance Documents;

"Subordinated Security" means:

- (a) the EDR Security Documents; and
- (b) the Vendor Security Documents;

"Transaction Security" means each of the Senior Security and the Subordinated Security;

"Vendor Facility Agreement" means the facility agreement made between, amongst others, Selva Ventures Ltd (as borrower), the Subordinated Agent, the Subordinated Security Agent and Anthony Roiall Banks (as original lender) dated 4 September 2022 as amended, restated, supplemented or otherwise modified from time to time;

"Vendor Finance Parties" means each *"Finance Party"* as that term is defined in the Vendor Facility Agreement; and

"Vendor Security Documents" means each document listed in Part 3 of the Schedule (*Vendor Security Documents*).

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to the parties shall be construed so as to include their respective successors and permitted assigns;
- (b) references to a business day shall be construed as a reference to a day (other than a Saturday or a Sunday or a public holiday) on which banks are open for business in London and Edinburgh;
- (c) references to clauses are references to clauses of this Agreement;
- (d) references to this Agreement, any document or any other agreement shall be to this Agreement or such document or other agreement as the same is amended, varied, supplemented or novated from time to time;
- (e) headings are inserted for ease of reference only and shall be ignored in the construction of this Agreement;
- (f) references to any statute or law shall be to such statute or law as re-enacted, amended, extended or replaced from time to time; and
- (g) the singular includes the plural and vice versa and any gender includes the other.

1.3 This Agreement does not confer on any person who is not a party to this Agreement any right to enforce or otherwise invoke this Agreement or any part of it under the *Contract (Third Party Rights) (Scotland) Act 2017*.

2 Ranking of Transaction Security

2.1 Each of the Parties agrees that the Transaction Security shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:

- (a) first, the Senior Facility Liabilities and the Hedging Liabilities, ranking *pari passu* and without any preference between them; and
- (b) second, the Subordinated Liabilities, ranking *pari passu* and without any preference between them.

- 2.2 For the purposes of the *Insolvency Act 1986*, the Security Agents hereby confirm that any qualifying floating charges within the meaning of paragraph 14 of Schedule B1 to the *Insolvency Act 1986* contained in the Transaction Security shall rank in the order set out in clause 2.1 notwithstanding the date of creation of such floating charges.

3 Subordinated Lenders: Share Pledges

- 3.1 On or after the Senior Facilities Discharge Date (and in any case within 5 Business Days following the Senior Facilities Discharge Date) the Subordinated Lenders shall, with respect to each Subordinated Share Pledge, appoint a nominee to whom the Pledged Shares shall be transferred (the "Nominee") to be held for the benefit of all Subordinated Creditors under each Subordinated Share Pledge.
- 3.2 The details of the Nominee shall be promptly notified by each Subordinated Lender to the Subordinated Security Agent, and the Subordinated Security Agent shall promptly thereafter instruct the relevant Obligors to transfer all Pledged Shares immediately to the Nominee, to be held by the Nominee for the benefit of each Subordinated Creditor under the Subordinated Share Pledges.
- 3.3 The Borrower shall (and shall ensure any Obligor will) ensure that all documents and certificates required to perfect and evidence the Nominee's title to all Pledged Shares are promptly (and in any case within 3 Business Days of a request from the Subordinated Security Agent) executed and delivered to the Subordinated Security Agent along with a certified copy of the updated register of members of each Charged Entity showing the Nominee as the owner of all Pledged Shares (held for the benefit of all Subordinated Creditors under each Subordinated Share Pledge).
- 3.4 If a Subordinated Lender fails to notify the Subordinated Security Agent of its appointment of a Nominee in respect of its Subordinated Share Pledge within 5 Business Days of the Senior Facilities Discharge Date the nominee appointed by the other Subordinated Lenders will be deemed to be the Nominee for all Subordinated Lenders. Should no nominee be appointed by any Subordinated Lender (or the Subordinated Lenders otherwise fail to agree on the appointment of the same Nominee) within 5 Business Days of the Senior Facilities Discharge Date, the Subordinated Security Agent shall appoint a Nominee on behalf of all Subordinated Creditors.

4 Conflict

If there is any conflict or inconsistency between any provision of this Agreement and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail, with the exception of Clause 3 (*Subordinated Lenders: Share Pledges*) which shall remain governed by this Agreement notwithstanding any inconsistency with the Intercreditor Agreement.

5 Continuing security

- 5.1 Subject to the provisions of this Agreement, the Transaction Security shall rank as continuing security for the payment and discharge of all the liabilities and obligations, the payment and/or discharge of which are thereby secured and shall not be affected by any fluctuation in the monies, obligations and liabilities from time to time due, owing or incurred to the Creditors or

the Security Agents (as the case may be) or by the existence at any time of a credit balance on any current or other account of the Creditors.

- 5.2 The provisions of this Agreement shall apply, and the Transaction Security shall be given effect, in accordance with the terms of this Agreement notwithstanding (i) the date(s) of their creation, registration or intimation or (ii) the provisions of Sections 464 or 466 of the *Companies Act 1985*. The Transaction Security is hereby varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as:

- (a) a variation of a standard security within the meaning of Section 16 of the *Conveyancing and Feudal Reform (Scotland) Act 1970*; and
- (b) an instrument of alteration within the meaning of Section 466 of the *Companies Act 1985*.

6 Termination

This Agreement shall cease to have effect when all of the Transaction Security of the Security Agents has been fully discharged.

7 The Obligors' acknowledgements

- 7.1 Each Obligor acknowledges and consents to the ranking of the Transaction Security herein recorded.
- 7.2 Each Obligor acknowledges that this Agreement does not create any rights in its favour and that it shall not be entitled to enforce any of the terms of this Agreement against any of the Security Agents.

8 Variations

Any variation of this Agreement shall be binding only if it is recorded in a document signed by or on behalf of each party to this Agreement.

9 Severability

The provisions of this Agreement shall be severable and distinct from each other and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Agreement shall not in any way be affected, prejudiced or impaired thereby.

10 Notices

Each notice, consent and other communication in respect of this Agreement:

- 10.1 will be in writing (which includes by fax);
- 10.2 will be signed by or on behalf of the party giving it;
- 10.3 will be sent to the address or, if applicable, fax number and for the attention of the person most recently designated for this purpose by the recipient;

- 10.4 given to the Subordinated Security Agent will be deemed to have been received by them if given in accordance with clause 23 (*Notices*) of the Intercreditor Agreement;
- 10.5 given to the Senior Security Agent will be deemed to have been received by them if given in accordance with clause 23 (*Notices*) of the Intercreditor Agreement; and
- 10.6 given to each of the Obligors will be deemed to have been received by them if given in accordance with clause 23 (*Notices*) of the Intercreditor Agreement.

For the avoidance of doubt no notice, consent or other communication in respect of this Agreement shall be validly given if sent by e-mail.

11 Counterparts and delivery

- 11.1 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts.
- 11.2 Where executed in counterpart:
 - (a) this Agreement shall not take effect until all of the counterparts have been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015;
 - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
 - (c) the counterparts shall be treated as a single document pursuant to the Counterparts Act; and
 - (d) the parties may choose to evidence the date of delivery of this Agreement by inserting this on the front page of this Agreement.
- 11.3 If this Agreement is not executed in counterparts, this Agreement shall be delivered on the date inserted on the front page of this Agreement or, if no such date is inserted, the date on which the last party signed this Agreement.
- 11.4 The parties to this Agreement, in accordance with section 2(1) of the *Legal Writings (Counterparts and Delivery) (Scotland) Act 2015* ("Counterparts Act"), nominate DLA Piper Scotland LLP to take delivery of all counterparts of this Agreement. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Agreement.

12 Law and Jurisdiction

This Agreement 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 this and the preceding 7 pages together with the Schedule attached hereto are executed as follows

SUBSCRIBED for and on behalf of NATIONAL WESTMINSTER BANK PLC

Signature of Witness

MARK TEANOR

Full name of above (print)

2, St. Philips Lane, Birmingham,
Address of Witness B3 2RB

Signature of Director/Authorised Signatory

RAHEL LANE

Full name of above (print)

22/09/2022
Date of signing

BIRMINGHAM
Place of signing

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

Tel:

Attention: Daniel Andrew

Email: daniel.andrew@natwest.com

and

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

Tel:

Attention: Jonathan Ward

Email: jonathan.ward@natwest.com

SUBSCRIBED for and on behalf of KROLL TRUSTEE SERVICES LIMITED

.....
Signature of Witness

Tina Howson
Transaction Manager

.....
Full name of above (print)

.....
Address of Witness
The News Building, Level 6
3 London Bridge Street
London
SE1 9SG

.....
Signature of Director/Authorised Signatory

Angela Russo
Transaction Manager

.....
Full name of above (print)

20/09/2022
.....
Date of signing

LONDON
.....
Place of signing

Address for notices: The News Building, Level 6, 3 London Bridge Street, London, SE1 9SG
Attention: Kroll Agency and Trustee Services Limited (deals@ats.kroll.com)

THE SUBORDINATED LENDERS

SUBSCRIBED for and on behalf of **BRIDGE SECURITISATION S.C.A (ACTING WITH RESPECT TO BRIDGE SECURITISATION SK1)**

Signature of Witness

JONATHAN AINSWORTH

Full name of above (print)

Address of Witness

Signature of Director/Authorised Signatory

JEAN FRANCIS DUSCH

Full name of above (print)

Date of signing

Place of signing

Address for notices: 4, rue Robert Stumper L-2557 Luxembourg Grand Duchy of Luxembourg

Attention: Jean Francis DUSCH / Shirley CHOJNACKI / Jonny AINSWORTH / Jordana WHITE

SUBSCRIBED for and on behalf of BRIDGE SECURITISATION S.C.A (ACTING WITH
RESPECT TO BRIDGE SECURITISATION EUROPE 2021 CP SMA
YPI)

Signature of Witness

JONATHAN AINSWORTH

Full name of above (print)

Address of Witness

Signature of Director/Authorised Signatory

JEAN FRANCIS DUSCH

Full name of above (print)

21/09/22

Date of signing

LONDON

Place of signing

Address for notices: 4, rue Robert Stumper L-2557 Luxembourg Grand Duchy of Luxembourg

Attention: Jean Francis DUSCH / Shirley CHOJNACKI / Jonny AINSWORTH / Jordana
WHITE

SUBSCRIBED BY ANTHONY ROIAL BANKS

Signature of Witness

Paul Garbrey
Full name of above (print)

Address of Witness

Signature of Anthony Roial Banks

ANTHONY ROIAL BANKS
Full name of above (print)

21st SEPTEMBER 2022
Date of signing

ST BELLADE, JERSEY
Place of signing

Address for notices: No1 Vernonholme, Riverside Drive, Dundee DD2 1QJ

Attention: Tony Banks

SUBSCRIBED for and on behalf of BALHOUSE HOLDINGS LIMITED

Signature of Witness

NICOLA CLAIR SCOTT

Full name of above (print)

12 HOPE STREET, EDINBURGH

Address of Witness

Signature of Director

LIEVEN BATEN

Full name of above (print)

23.09.2022

Date of signing

EDINBURGH

Place of signing

Address for notices: The Company's registered office from time to time
Attention: Lieven Baten

SUBSCRIBED for and on behalf of BALHOUSE CARE LIMITED

Signature of Witness

NICOLA CLAIR SCOTT

Full name of above (print)

12 HOPE STREET, EDINBURGH

Address of Witness

Signature of Director

LIEVEN BATEN

Full name of above (print)

23.09.2022

Date of signing

EDINBURGH

Place of signing

Address for notices: The Company's registered office from time to time
Attention: Lieven Baten

SUBSCRIBED for and on behalf of ADVANCED SPECIALIST CARE LIMITED

Signature of Witness

NICOLA CLAIR SCOTT
Full name of above (print)

12 HOPE STREET, EDINBURGH
Address of Witness

Signature of Director

LIEVEN BATEN
Full name of above (print)

23.09.2022
Date of signing

EDINBURGH
Place of signing

Address for notices: The Company's registered office from time to time
Attention: Lieven Baten

SUBSCRIBED for and on behalf of SELBA CARE LTD

Signature of Witness

NICOLA CLAIR SCOTT
Full name of above (print)

12 HOPE STREET, EDINBURGH
Address of Witness

Signature of Director

LIEVEN BATEN
Full name of above (print)

23.09.2022
Date of signing

EDINBURGH
Place of signing

Address for notices: The Company's registered office from time to time
Attention: Lieven Baten

This is the Schedule referred to in the foregoing Ranking Agreement among National Westminster Bank plc, Kroll Trustee Services Limited, Bridge Securitisation S.C.A (acting with respect to Bridge Securitisation SK1), Bridge Securitisation S.C.A (acting with respect to Bridge Securitisation Europe 2021 CP SMA YP), Anthony Rolall Banks, Balhousie Holdings Limited, Balhousie Care Limited, Advanced Specialist Care Limited and Selba Care Ltd dated 28 September 2022

Schedule

Part 1 – Senior Security

Charger	Date	Security description
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Senior Security Agent
Balhousie Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Senior Security Agent
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Senior Security Agent
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Senior Security Agent dated 4 September and registered at Companies House on 8 September 2022
Balhousie Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Senior Security Agent dated 4 September and registered at Companies House on 8 September 2022
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Senior Security Agent dated 4 September and registered at Companies House on 8 September 2022
Selba Care Ltd	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Holdings Limited in favour of the Senior Security Agent
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Care Limited and Advanced Specialist Care Limited in favour of the Senior Security Agent

Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Robert Mark Sheriff, CBE DL, Mrs Caroline Jean Balfour Cuthbert, DL, Keith Davis, BSc, CEng, FICE, MCIWEM of the Royal Academy of Engineering, Donald Malcolm Heughan, MSC, CEng, FCMI Hon. FREng, John Mackie, JP, William Garth Morrison, CBE, DL, BA (Cantab), CEng, MIEE, Group Captain David Arthur Needham, BA, Andrew Mark Summers, BA, (Cantab), Mrs Jean Catherine Swan, BVM&S, MRCVS, and Hugh Basil Woodd, BA, the Trustees now acting under and in terms of the Trust constituted by virtue of the Scheme annexed to the Certified Copy Interlocutor dated 21 March 2001 and registered in the Books of Council and Session on 17 April 2001 and Alastrean Care Limited dated 11 and 22 March 2005 of subjects known as Alastrean House, Tarland, Aboyne AB34 4TA which tenant's interest is registered in the Land Register of Scotland under Title Number ABN78900</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Antiquary House, Westway, Arbroath, DD11 2BW being the subjects registered in the Land Register of Scotland under Title Number ANG56625</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease of the subjects known as 37 Maule Street, Carnoustie DD7 6AB between John Ernest Fletcher, Rosalind Fletcher and Balhousie Care Limited registered 31 July 2012, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ANG60056</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Harefield House, 4 Clement Park Place, Dundee DD2 3JN registered in the Land Register of Scotland under Title Number ANG51328</p>

Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Balhousie Coupar Angus, Station Road, Coupar Angus, Blairgowrie PH13 9FB being the subjects registered in the Land Register of Scotland under Title Number PTH39770</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Crieff Care Home, Comrie Road, Crieff PH7 4BJ being the subjects registered in the Land Register of Scotland under Title Number PTH30096</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Huntly Bungalows, Deveron Way, Huntly being the subjects on the south side of Deveron Road, Huntly registered in the Land Register of Scotland under Title Number ABN90222</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Target Healthcare RBIT Limited, Balhousie Care Limited and Balhousie Holdings Limited of subjects known as Balhousie Care Home, Deveron Way, Huntly dated 7 and 14 March 2013 and registered in the Land Register of Scotland on 18 March 2013 as varied by a Minute of Variation of Lease among THR Number One Plc, and Balhousie Care Limited and Balhousie Holdings Limited registered 10 April 2015, which Tenant's interest is registered in the Land Register of Scotland under Title Number ABN114054</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Forthview Care Centre, (or Forthview Nursing Home), 6 Sea Road, Methil, Leven, KY8 3DE being the subjects registered in the Land Register of Scotland under Title Number FFE18403</p>
Balhousie Care Limited	On or around the date of this	A standard security in favour of the Senior Security Agent in respect of:

	Ranking Agreement	ALL and WHOLE the subjects known as 18-20 Church Street, Edzell, Brechin DD9 7TQ being the subjects registered in the Land Register of Scotland under Title Number ANG43739
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as 63 Brechin Road, Kirriemuir DD8 4DE being the subjects registered in the Land Register of Scotland under Title Number ANG41412
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as Luncarty House, Luncarty, Perth PH1 3HE being the subjects registered in the Land Register of Scotland under Title Number PTH18324
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as 12 and 14 Monkbarns Drive, Arbroath, DD11 2DS which tenant's interest is registered in the Land Register of Scotland under Title Number ANG61234
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as Moyness Care Home, 76 Grove Road, Broughty Ferry, Dundee DD5 1JP being the subjects registered in the Land Register of Scotland under Title Number ANG56621
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as North Grove House, Hay Street, Perth PH1 5HS being the subjects registered in the Land Register of Scotland under Title Number PTH10830
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as Ruthven Towers Nursing Home Abbey Road, Auchterarder PH3 1DN being the subjects

		registered in the Land Register of Scotland under Title Number PTH34926
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the Tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as St Ronans, Dalkeith Road, Dundee DD4 6JU which Tenant's interest is registered in the Land Register of Scotland under Title Number ANG61232</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Stormont Lodge, Kirk Wynd, Blairgowrie PH10 6HN being the subjects registered in the Land Register of Scotland under Title Number PTH32963</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Wheatlands Care Home, Larbert Road, Bonnybridge, FK4 1ED being the subjects registered in the Land Register of Scotland under Title Number STG53880</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects known as Willowbank, 56 Maule Street, Carnoustie, DD7 6AB being the subjects registered in the Land Register of Scotland under Title Number ANG23454</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>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</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Senior Security Agent in respect of:</p> <p>ALL and WHOLE the subjects lying to the east of Station Road, Coupar Angus, Blairgowrie,</p>

		being the subjects registered in the Land Register of Scotland under Title Number PTH34622
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the tenant's interest in the lease between Medical Centres Scotland 2000 Limited and Faskally Care Home Limited of subjects at Burnside Road, Pitlochry which tenant's interest is registered in the Land Register of Scotland under Title Number PTH32146.
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Senior Security Agent in respect of: ALL and WHOLE the subjects known as Rumbling Bridge Nursing Home, Rumbling Bridge, Kinross, KY13 0PX being the subjects registered in the Land Register of Scotland under Title Number PTH51088

Part 2 – EDR Security Documents

Charger	Date	Security description
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party)
Balhousie Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party)
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party)
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) dated 4 September and registered at Companies House on 9 September 2022
Balhousie Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) dated 4 September and

		registered at Companies House on 9 September 2022
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) dated 4 September and registered at Companies House on 9 September 2022
Selba Care Ltd	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Holdings Limited in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party)
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Care Limited and Advanced Specialist Care Limited in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party)
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Robert Mark Sheriff, CBE DL, Mrs Caroline Jean Balfour Cuthbert, DL, Keith Davis, BSc, CEng, FICE, MCIWEM of the Royal Academy of Engineering, Donald Malcolm Heughan, MSC, CEng, FCMI Hon. FREng, John Mackie, JP, William Garth Morrison, CBE, DL, BA (Cantab), CEng, MIEE, Group Captain David Arthur Needham, BA, Andrew Mark Summers, BA, (Cantab), Mrs Jean Catherine Swan, BVM&S, MRCVS, and Hugh Basil Woodd, BA, the Trustees now acting under and in terms of the Trust constituted by virtue of the Scheme annexed to the Certified Copy Interlocutor dated 21 March 2001 and registered in the Books of Council and Session on 17 April 2001 and Alastrean Care Limited dated 11 and 22 March 2005 of subjects known as Alastrean House, Tarland, Aboyne AB34 4TA which tenant's interest is registered in the Land Register of Scotland under Title Number ABN78900</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Antiquary House, Westway, Arbroath, DD11 2BW being the subjects registered in the Land Register of Scotland under Title Number ANG56625</p>

Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease of the subjects known as 37 Manle Street, Carnoustie DD7 6AB between John Ernest Fletcher, Rosalind Fletcher and Balhousie Care Limited registered 31 July 2012, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ANG60056</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known Harefield House, 4 Clement Park Place, Dundee DD2 3JN registered in the Land Register of Scotland under Title Number ANG51328</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Balhousie Coupar Angus, Station Road, Coupar Angus, Blairgowrie PH13 9FB being the subjects registered in the Land Register of Scotland under Title Number PTH39770</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Crieff Care Home, Counrie Road, Crieff PH7 4BJ being the subjects registered in the Land Register of Scotland under Title Number PTH30096</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Huntly Bungalows, Deveron Way, Huntly being the subjects on the south side of Deveron Road, Huntly registered in the Land Register of Scotland under Title Number ABN90222</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p>

		<p>ALL and WHOLE the tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited of subjects known as Balhousie Care Home, Deveron Way, Huntly dated 7 and 14 March 2013 and registered in the Land Register of Scotland on 18 March 2013 as varied by a Minute of Variation of Lease among THR Number One Plc, and Balhousie Care Limited and Balhousie Holdings Limited registered 10 April 2015, which Tenant's interest is registered in the Land Register of Scotland under Title Number ABN114054</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Forthview Care Centre, (or Forthview Nursing Home), 6 Sea Road, Methil, Leven, KY8 3DE being the subjects registered in the Land Register of Scotland under Title Number FFE18403</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as 18-20 Church Street, Edzell, Brechin DD9 7TQ being the subjects registered in the Land Register of Scotland under Title Number ANG43739</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as 63 Brechin Road, Kirriemuir DD8 4DE being the subjects registered in the Land Register of Scotland under Title Number ANG41412</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Luncarty House, Luncarty, Perth PH1 3HE being the subjects registered in the Land Register of Scotland under Title Number PTH18324</p>
Balhousie Care Limited	On or around the date of this	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p>

	Ranking Agreement	ALL and WHOLE the tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as 12 and 14 Monkbarns Drive, Arbroath, DD11 2DS which tenant's interest is registered in the Land Register of Scotland under Title Number ANG61234
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of: ALL and WHOLE the subjects known as Moyness Care Home, 76 Grove Road, Broughty Ferry, Dundee DD5 1JP being the subjects registered in the Land Register of Scotland under Title Number ANG56621
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of: ALL and WHOLE the subjects known as North Grove House, Hay Street, Perth PH1 5HS being the subjects registered in the Land Register of Scotland under Title Number PTH10830
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of: ALL and WHOLE the subjects known as Ruthven Towers Nursing Home Abbey Road, Auchterarder PH3 1DN being the subjects registered in the Land Register of Scotland under Title Number PTH34926
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of: ALL and WHOLE the Tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as St Ronans, Dalkeith Road, Dundee DD4 6JU which Tenant's interest is registered in the Land Register of Scotland under Title Number ANG61232
Balhousie Care Limited	On or around the date of this Ranking Agreement	A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of: ALL and WHOLE the subjects known as Stormont Lodge, Kirk Wynd, Blairgowrie PH10

		6HN being the subjects registered in the Land Register of Scotland under Title Number PTH32963
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Wheatlands Care Home, Larbert Road, Bonnybridge, FK4 1ED being the subjects registered in the Land Register of Scotland under Title Number STG53880</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Willowbank, 56 Maule Street, Carnoustie, DD7 6AB being the subjects registered in the Land Register of Scotland under Title Number ANG23454</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>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</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects lying to the east of Station Road, Coupar Angus, Blairgowrie, being the subjects registered in the Land Register of Scotland under Title Number PTH34622</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Medical Centres Scotland 2000 Limited and Faskally Care Home Limited of subjects at Burnside Road, Pitlochry which tenant's interest is registered in the Land Register of Scotland under Title Number PTH32146</p>

Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for each EDR Finance Party) in respect of:</p> <p>ALL and WHOLE the subjects known as Rumbling Bridge Nursing Home, Rumbling Bridge, Kinross, KY13 0PX being the subjects registered in the Land Register of Scotland under Title Number PTH51088</p>
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Part 3 – Vendor Security Documents

Charger	Date	Security description
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties)
Balhousie Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties)
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	A floating charge in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties)
Balhousie Holdings Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) dated 4 September and registered at Companies House on 15 September 2022
Balhousie Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) dated 4 September and registered at Companies House on 15 September 2022
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	An English law accession deed to a debenture granted by Selba Ltd and others in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) dated 4 September and registered at Companies House on 15 September 2022
Selba Care Ltd	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Holdings Limited in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties)

Balhousie Holdings Limited	On or around the date of this Ranking Agreement	A share pledge over the shares in Balhousie Care Limited and Advanced Specialist Care Limited in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties)
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Robert Mark Sheriff, CBE DL, Mrs Caroline Jean Balfour Cuthbert, DL, Keith Davis, BSc, CEng, FICE, MCIWEM of the Royal Academy of Engineering, Donald Malcolm Heughan, MSC, CEng, FCMI Hon. FEng, John Mackie, JP, William Garth Morrison, CBE, DL, BA (Cantab), CEng, MIEE, Group Captain David Arthur Needham, BA, Andrew Mark Summers, BA, (Cantab), Mrs Jean Catherine Swan, BVM&S, MRCVS, and Hugh Basil Woodd, BA, the Trustees now acting under and in terms of the Trust constituted by virtue of the Scheme annexed to the Certified Copy Interlocutor dated 21 March 2001 and registered in the Books of Council and Session on 17 April 2001 and Alastrean Care Limited dated 11 and 22 March 2005 of subjects known as Alastrean House, Tarland, Aboyne AB34 4TA which tenant's interest is registered in the Land Register of Scotland under Title Number ABN78900</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Antiquary House, Westway, Arbroath, DD11 2BW being the subjects registered in the Land Register of Scotland under Title Number ANG56625</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease of the subjects 37 Maule Street, Carnoustie DD7 6AB between John Ernest Fletcher, Rosalind Fletcher and Balhousie Care Limited registered 31 July 2012, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ANG60056</p>

Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known Harefield House, 4 Clement Park Place, Dundee DD2 3JN registered in the Land Register of Scotland under Title Number ANG51328</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Balhousie Coupar Angus, Station Road, Coupar Angus, Blairgowrie PH13 9FB being the subjects registered in the Land Register of Scotland under Title Number PTH39770</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Crieff Care Home, Comrie Road, Crieff PH7 4BJ being the subjects registered in the Land Register of Scotland under Title Number PTH30096</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Huntly Bungalows, Deveron Way, Huntly being the subjects on the south side of Deveron Road, Huntly registered in the Land Register of Scotland under Title Number ABN90222</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited of subjects known as Balhousie Care Home, Deveron Way, Huntly dated 7 and 14 March 2013 and registered in the Land Register of Scotland on 18 March 2013 as varied by a Minute of Variation of Lease among THR Number One Plc, and Balhousie Care Limited and Balhousie Holdings Limited registered 10 April 2015, which Tenant's interest is registered in the Land Register of Scotland under Title Number ABN114054</p>

Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Forthview Care Centre, (or Forthview Nursing Home), 6 Sea Road, Methil, Leven, KY8 3DE being the subjects registered in the Land Register of Scotland under Title Number FFE18403</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as 18-20 Church Street, Edzell, Brechin DD9 7TQ being the subjects registered in the Land Register of Scotland under Title Number ANG43739</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as 63 Brechin Road, Kirriemuir DD8 4DE being the subjects registered in the Land Register of Scotland under Title Number ANG41412</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Luncarty House, Luncarty, Perth PH1 3HE being the subjects registered in the Land Register of Scotland under Title Number PTH18324</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as 12 and 14 Monkbarns Drive, Arbroath, DD11 2DS which tenant's interest is registered in the Land Register of Scotland under Title Number ANG61234</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p>

		ALL and WHOLE the subjects known as Moyness Care Home, 76 Grove Road, Broughty Ferry, Dundee DD5 1JP being the subjects registered in the Land Register of Scotland under Title Number ANG56621
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as North Grove House, Hay Street, Perth PH1 5HS being the subjects registered in the Land Register of Scotland under Title Number PTH10830</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Ruthven Towers Nursing Home Abbey Road, Auchterarder PH3 1DN being the subjects registered in the Land Register of Scotland under Title Number PTH34926</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the Tenant's interest in the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 of subjects known as St Ronans, Dalkeith Road, Dundee DD4 6JU which Tenant's interest is registered in the Land Register of Scotland under Title Number ANG61232</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Stormont Lodge, Kirk Wynd, Blairgowrie PH10 6HN being the subjects registered in the Land Register of Scotland under Title Number PTH32963</p>
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Wheatlands Care Home, Larbert Road, Bonnybridge, FK4 1ED being the subjects</p>

		registered in the Land Register of Scotland under Title Number STG53880
Balhousie Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Willowbank, 56 Maule Street, Carnoustie, DD7 6AB being the subjects registered in the Land Register of Scotland under Title Number ANG23454</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>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</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects lying to the east of Station Road, Coupar Angus, Blairgowrie, being the subjects registered in the Land Register of Scotland under Title Number PTH34622</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the tenant's interest in the lease between Medical Centres Scotland 2000 Limited and Faskally Care Home Limited of subjects at Burnside Road, Pitlochry which tenant's interest is registered in the Land Register of Scotland under Title Number PTH32146</p>
Advanced Specialist Care Limited	On or around the date of this Ranking Agreement	<p>A standard security in favour of the Subordinated Security Agent (as trustee for the Vendor Finance Parties) in respect of:</p> <p>ALL and WHOLE the subjects known as Rumbling Bridge Nursing Home, Rumbling Bridge, Kinross, KY13 0PX being the subjects registered in the Land Register of Scotland under Title Number PTH51088</p>

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