



**Registration of a Charge**

Company Name: **BALHOUSIE HOLDINGS LIMITED**

Company Number: **SC278485**



Received for filing in Electronic Format on the: **06/10/2022**

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**Details of Charge**

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

Charge code: **SC27 8485 0018**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (THE SECURITY AGENT) AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)**

Brief description:

**Contains fixed charge(s).**

**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: **STUART FITZSIMMONS ON BEHALF OF DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 278485

Charge code: SC27 8485 0018

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 6th October 2022 .

Given at Companies House, Edinburgh on 7th 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**

Share Pledge

BALHOUSIE HOLDINGS LIMITED  
as Pledgor

KROLL TRUSTEE SERVICES LIMITED  
as Security Agent

Dated 28 September 2022

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

This Pledge 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 **Pledgor**)
- (2) **KROLL TRUSTEE SERVICES LIMITED** 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 Pledge unless the context requires otherwise:

**Additional Shares** means any shares in the Companies (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor;

**Companies** means the companies specified in the Schedule;

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

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

**Existing Shares** means the shares in the Companies specified in columns 5 and 6 of the Schedule;

**Mezzanine Agent** means the Agent under and as defined in the Mezzanine Facilities Agreement;

**Mezzanine Facilities Agreement** means the mezzanine facilities agreement dated the same date as this Charge and made between (1) Selva 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;

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

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

**Pledge** means these presents (including the Schedule) as amended or supplemented from time to time;

**Pledged Assets** means the Existing Shares, the Additional Shares and the Related Rights;

**Related Rights** means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares;

**Schedule** means the schedule annexed as relative to this Pledge;

**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 Mezzanine Finance Document (including all monies covenanted to be paid under this Pledge);

**Secured Parties** means each Mezzanine Finance Party and any Delegate;

**Security Period** means the period beginning on the date of this Pledge 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 Mezzanine Finance Documents;

**Senior Facilities Agreement** means the senior facilities agreement dated on or around the date of this Pledge 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 Senior Security Agent;

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

**Senior Security Agent** means National Westminster Bank plc as security trustee for the secured parties under the Senior Facilities Agreement; and

**Shares** means the Existing Shares and the Additional Shares.

**Transaction** means (i) the purchase by Selba Care Ltd of the entire issued share capital of Balhousie Holdings Limited, a company incorporated under the laws of Scotland with

registered number SC278485 and (ii) the entry into by Selba Ventures Ltd of, amongst others, the Mezzanine Facility Agreement.

## 1.2 Mezzanine Facilities Agreement definitions

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

## 1.3 Interpretation

- (a) Unless a contrary indication appears in this Pledge, the provisions of clause 1.2 (*Construction*) of the Mezzanine Facilities Agreement (other than clause 1.2(c)) apply to this Pledge as though they were set out in full in this Pledge, except that references to "*this Agreement*" will be construed as references to this Pledge.
- (b) In this Pledge unless the context requires otherwise:
  - (i) words importing the singular shall include the plural and vice versa;
  - (ii) references to this Pledge or any other document shall be constituted as references to this Pledge 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) any reference to the Security Agent includes its permitted successors, transferees and assignees;
  - (vi) references to a document "**in the agreed form**" means a document in a form agreed by the Pledgor and the Security Agent and initialled by, or on behalf of, each of them for the purpose of identification as such; and
  - (vii) "**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 Pledgor (other than a payment obligation) contained in this Pledge:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by the Pledgor for the benefit of the Security Agent and each other Secured Party.
- (d) In this Pledge, the deposit with the Security Agent of any document required to be deposited with the Security Agent under this Pledge shall be deemed to satisfy the

Company's obligation under this Pledge to the extent not deposited with another secured party as part of the wider Transaction.

- (e) This Pledge is a Finance Document.

#### **1.4 Headings**

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

#### **1.5 Conflict**

If there is any conflict or inconsistency between any provision of this Pledge 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 Pledge, a person who is not a party to this Pledge has no right under the *Contract (Third Party Rights) (Scotland) Act 2017* to enforce or enjoy the benefit of any term of this Pledge.

### **2 Security**

#### **2.1 Payment**

- (a) The Pledgor undertakes to the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due under and pursuant to the Finance Documents.
- (b) In security for the payment and discharge of the Secured Obligations the Pledgor hereby:
  - (i) pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Security Agent on the terms and conditions specified in this Pledge; and
  - (ii) undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Security Agent in accordance with the provisions of this Pledge.

#### **2.2 Transfer**

- (a) The Pledgor shall immediately after entering into this Pledge or (in the case of any Additional Shares) on such later date on which any Additional Shares are issued to or otherwise acquired by the Pledgor, deposit with the Security Agent, in respect of or in connection with the Shares:
  - (i) all stock and share certificates and documents of or evidencing title (to the extent such documents have not already been provided to the Senior Security Agent under the Senior Finance Documents);
  - (ii) signed and undated transfers, completed in blank; and
  - (iii) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Agent at the expense and risk of the Pledgor.



- (b) Upon a request by the Security Agent, the Pledgor shall, as soon as practicable, procure the registration of the Shares (or such number of them as requested by the Security Agent) in the name of the Security Agent or its nominee and shall procure the delivery to the Security Agent of a share certificate in respect of the Shares in the name of the Security Agent or its nominee and such other documents as the Security Agent may request (to the extent that these are in the possession or control of the Pledgor at such time and have not otherwise been delivered to Security Agent or the Senior Security Agent) to enable it (or its nominee) to be registered as the owner of or otherwise acquire legal title to the Shares.

## **2.3 Prohibition of other securities etc**

Unless the Security Agent otherwise agrees in writing, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over or otherwise deal with the Pledged Assets or any part thereof until the expiry of the Security Period other than as created by this Pledge or a Permitted Security.

## **3 Protection of security**

### **3.1 Continuing security**

This Pledge 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 Pledge shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **3.2 No prejudice**

This Pledge 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 Pledge may be enforced against the Pledgor 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 Pledgor agrees that none of its obligations or the Security Agent's rights, powers and discretions under this Pledge 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 Pledgor 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 Pledgor 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 Mezzanine Facilities Agreement or the other Mezzanine Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Pledgor 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 Pledgor or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- (g) any renumbering, redesignation, subdivision, consolidation, alteration or variation of the Shares; or
- (h) 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 Pledgor under this Pledge.

## **4 Representations, warranties and undertakings**

### **4.1 Representations and warranties**

- (a) The Pledgor represents and warrants to the Security Agent and to each other Secured Party that:
  - (i) 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 Pledge are legal, valid, binding and enforceable obligations; and
    - (B) (without limiting the generality of paragraph 4.1(a)(ii)(A)), this Pledge 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 Pledge;
  - (v) it has taken all necessary corporate action to authorise the execution and delivery of this Pledge and the performance of its obligations hereunder;
  - (vi) the entry into and performance by it of, and the transactions contemplated by, this Pledge 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 Pledge; and
- (B) to make this Pledge 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, except for 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 Pledged Assets or any interest therein, or agreed, conditionally or unconditionally, to do so;
  - (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 Pledged Assets or any interest therein, or agreed, conditionally or unconditionally, to do so;
  - (x) it is the absolute owner of the Existing Shares and Related Rights in respect thereof;
  - (xi) the Existing Shares are fully paid;
  - (xii) the Existing Shares represent the entire issued share capital of each of the Companies; and
  - (xiii) the information contained in the Schedule is complete and accurate in all respects.
- (b) All the representations and warranties in this clause 4 and are also deemed to be made by the Pledgor:
- (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 Pledge 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

The Pledgor undertakes to the Security Agent that it shall:

- (a) not sell, transfer, lend or otherwise dispose of, or grant or create any option, right of pre-emption, warrant or other right to subscribe for, purchase or otherwise acquire, the Pledged Assets or any interest therein or agree, conditionally or unconditionally, to do so other than a Permitted Security or as permitted by the Mezzanine Facility Agreement;
- (b) not take or omit to take any action which would prejudice the security constituted pursuant to this Pledge or impair the value of the Pledged Assets and shall, at its own

cost, promptly take all action which is at any time necessary or which the Security Agent may reasonably request, to protect the value of the interests of the Pledgor and the Security Agent in the Pledged Assets other than a Permitted Security or as permitted by the Mezzanine Facility Agreement;

- (c) not, save in accordance with paragraph 4.2(d) below, vary or abrogate any of the rights attached to the Pledged Assets or take or omit to take any action which would have that result; and
- (d) take such action as the Security Agent may reasonably request in respect of any proposed consolidation, subdivision, reorganisation, arrangement, conversion, exchange, repayment or takeover offer affecting or relating to the Pledged Assets or any of them or any proposal made for varying or abrogating any rights attaching to the Pledged Assets or any of them.

## **5 The Shares**

### **5.1 Voting rights**

- (a) The Pledgor shall be entitled to exercise the voting rights attaching to the Shares subject to and in accordance with the provisions of clauses 5.1(b) to 5.1(g) below. Otherwise, such voting rights may be exercised by the Security Agent as it thinks fit.
- (b) The Pledgor shall not be entitled to exercise the voting rights attaching to the Shares if an Event of Default has occurred and is continuing which has been notified to the Pledgor in writing.
- (c) The Pledgor shall not be entitled without the Security Agent's prior written consent to exercise the voting rights attaching to the Shares in favour of any resolution for any of the following purposes:
  - (i) the alteration of the memorandum or articles of association of any of the Companies;
  - (ii) the issue of any shares in any of the Companies;
  - (iii) the purchase or redemption by of the Companies of any of its own shares;
  - (iv) the reduction of the share capital of any of the Companies;
  - (v) the winding up of any of the Companies or the approval of any voluntary arrangement in relation to it; or
  - (vi) any other matter which in the Security Agent's reasonable opinion might prejudice the Security constituted by this Pledge or adversely affect the value of the Pledged Assets to a material extent.
- (d) If so requested by the Pledgor, the Security Agent shall appoint or procure the appointment of the Pledgor as its proxy in respect of the Shares in accordance with the provisions of this clause but any such appointment shall (notwithstanding any express or implied term to the contrary) terminate and cease to have effect on the occurrence of an Event of Default which is continuing and has been notified to the Pledgor in writing and shall not be exercisable in relation to any matter falling within any of the provisions of clause 5.1(c).
- (e) The Security Agent may, in its absolute discretion and without any consent or authority from the Pledgor, by notice to the Pledgor (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights in

respect of all or any of the Shares conferred or to be conferred on the Security Agent pursuant to Clause 5.1(a).

- (f) Once a notice has been issued by the Security Agent under Clause 5.1(e) on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to Clause 5.1(a) or any other provision of this Pledge and all such rights will be exercisable by the Pledgor. The Pledgor shall be entitled on and from the date of such notice, to exercise all voting rights in relation to the relevant Shares subject only to the provision of Clause 5.1(c).
- (g) For the avoidance of doubt, and without prejudice to the rights of the Security Agent under the Mezzanine Facilities Agreement, nothing shall oblige the Security Agent, either before or after the occurrence of an Event of Default which is continuing, to exercise voting rights or rights to receive dividends in respect of the Shares.

## **5.2 Dividends**

- (a) Unless an Event of Default has occurred and is continuing and has been notified to the Pledgor in writing, the Security Agent shall (subject always to clause 5.2(b)) account to the Pledgor for all dividends, interest and other distributions paid in respect of the Shares and shall if so requested by the Pledgor complete and deliver an appropriate dividend mandate or mandates.
- (b) After the occurrence of an Event of Default which is continuing and has been notified to the Pledgor in writing, the Security Agent may retain all dividends, interest and distributions paid in respect of the Shares and apply them in or towards settlement of the Secured Obligations on the same basis as proceeds under clause 6 (*Enforcement*). If the Pledgor or any person on its behalf receives or obtains the benefit of any such dividends, interest or distributions after the occurrence of an Event of Default which is continuing and has been notified to the Pledgor in writing it shall immediately pay over and account for the same to the Security Agent.
- (c) The Security Agent shall use reasonable endeavours to promptly pass on to the Pledgor all notices or other communications (or a copy thereof) it may receive from any of the Companies in relation to the Shares but shall not be liable for any failure to do so.
- (d) Without prejudice to clause 2.2, any shares or other securities comprised in Related Rights shall be issued to and registered in the name of the Security Agent or its nominee, failing which the Pledgor shall forthwith transfer them to the Security Agent or its nominee in accordance with clause 2.2(b).

## **5.3 Calls on Shares**

The Pledgor shall promptly pay any calls which may be made or meet any other obligations arising in respect of the Shares, failing which the Security Agent may (but shall not be obliged to) make the relevant payments or meet such obligations, the amount of which shall be repayable by the Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

## **6 Enforcement**

### **6.1 Powers**

At any time after the occurrence of an Event of Default which is continuing, the Security Agent shall be entitled, without notice to the Pledgor or any other person, either in its own name or

in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as it thinks fit:

- (a) to sell, transfer, assign or otherwise dispose of the Pledged Assets by public or private sale with or without advertisement in such manner and on such terms and conditions as the Security Agent may consider expedient, and apply the proceeds in or towards satisfaction of, or retain them as continuing security for, the Secured Obligations; and
- (b) generally, without prejudice to the other provisions of this clause, to exercise all the rights powers and discretions in respect of the Pledged Assets it would be entitled to exercise if it were the absolute owner of the Pledged Assets, and to do all acts and things it may consider necessary for the realisation of the Pledged Assets and the application of the proceeds in or towards settlement of, or their retention as continuing security for, the Secured Obligations.

## **6.2 Third parties**

- (a) No purchaser from or other person dealing with the Security Agent in relation to the Pledged Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by the Security Agent 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 Security Agent shall be an absolute discharge to any purchaser or other person dealing with the Security Agent in relation to the Pledged 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 Security Agent or at its direction.

## **7 Application of proceeds and Intercreditor Agreement**

### **7.1 Application**

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

### **7.2 Contingencies**

If this Pledge is enforced at a time when no amounts are due under the Mezzanine Finance Documents (but at a time when amounts may become so due), the Security Agent 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.

### **7.3 Appropriation, Intercreditor Agreement and suspense account**

- (a) Subject to the Intercreditor Agreement and clause 7.1 (*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 Pledgor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Pledge 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.

## **8 Liability of the Security Agent**

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

## **9 Set-off**

### **9.1 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 Pledgor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or otherwise) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Pledgor, regardless of the place of payment, booking branch or currency of either obligation.

### **9.2 Set-off rights after Security is enforceable**

At any time after this Pledge has become enforceable (and in addition to its rights under clause 9.1 (*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 Pledgor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Pledgor, regardless of the place of payment, booking branch or currency of either obligation.

### **9.3 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.

### **9.4 Unliquidated or unascertained liabilities**

If either obligation referred to in this clause 9 (*Set-off*) 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.

## **10 Delegation**

The Security Agent may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Pledge upon any terms (including power to sub-delegate) which it may think fit. The Security Agent shall not be in any way liable or responsible to the Pledgor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **11 Financial Collateral**

- 11.1 To the extent that any of the Pledged Assets constitute "*financial collateral*" and this Pledge 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 Pledge has become enforceable, appropriate those Pledged Assets in or towards the discharge of the Secured Obligations.
- 11.2 For the purpose of clause 11.1, the value of the financial collateral appropriated shall be such amount as the 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.

## **12 Further assurances**

### **12.1 Further action**

Subject to the Agreed Security Principles, the Pledgor 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 may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominees in order to:

- (a) perfect the Security created or intended to be created under or evidenced by this Pledge or for the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Delegate in respect of any Pledged Asset or provided by or pursuant to this Pledge or by law; and/or
- (b) confer on the Security Agent or the Secured Parties Security over any property and assets of the Pledgor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Pledge; and/or
- (c) facilitate the realisation of the assets which are, or are intended to be, the subject of this Pledge.

### **12.2 Mezzanine Finance Documents**

The Pledgor 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 Pledge.

## **13 Power of attorney**

### **13.1 Appointment**

The Pledgor hereby irrevocably appoints the Security Agent 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 Pledgor is obliged to do (but has not done) under this Pledge including, without limitation, to execute further securities, transfers or assignations of and other instruments relating to, the Pledged Assets; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent in relation to the Pledged Assets under this Pledge.



### **13.2 Ratification**

The Pledgor 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 Pledgor under this clause.

### **13.3 Exercise of power**

The appointment effected under clause 13.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing or if the Pledgor does not fulfil any of its obligations under clause 11 (*Financial Collateral*) within five Business Days of notice from the Security Agent to do so.

## **14 Currency conversion**

All monies received or held by the Security Agent under this Pledge may be converted from their existing currency into such other currency as the Security Agent 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 Pledgor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. The Security Agent shall not have any liability to the Pledgor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **15 Miscellaneous**

### **15.1 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 Pledged Asset and/or the proceeds of sale of any Pledged Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Pledgor. 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.

### **15.2 Non-compliance by Pledgor**

If the Pledgor fails to make any payment or fulfil any obligation due by it under or pursuant to this Pledge, the Security Agent 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 Pledgor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

### **15.3 Assignment**

- (a) The Security Agent may assign or transfer all or any part of its rights under this Pledge pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Pledgor 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 Pledgor may not assign, transfer or otherwise deal with the benefit or burden of this Pledge or any of its rights or obligations hereunder.

#### 15.4 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Pledge 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 Pledge or not) other than as expressly set out in this Pledge.

#### 15.5 Consent to registration

The Pledgor consents to the registration of this Pledge and of any certificate referred to in clause 17 (*Calculations and certificates*) below for preservation and execution.

#### 15.6 Expenses

The Pledgor shall within 5 Business Days of demand indemnify the Security Agent and every 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 Pledge;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Delegate by the Mezzanine Finance Documents or by law; or
- (c) any default by the Pledgor in the performance of any of the obligations expressed to be assumed by it in the Mezzanine 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.

### 16 Notices

#### 16.1 Mezzanine Facilities Agreement

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

#### 16.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this clause 16 are:

The Security Agent

Address: The News Building, Level 6, 3 London Bridge Street, London, SE1 9SG

For the attention of: Kroll Agency and Trustee Services Limited (deals@ats.kroll.com)

Fax number: + 44 207 354 6132

The Pledgor

Address: The Pledgor'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.

## **17 Calculations and certificates**

Any certificate of or determination by a Secured Party, the Security Agent or the Mezzanine Agent specifying the amount of any Secured Obligation due from the Pledgor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Pledgor of the matters to which it relates.

## **18 Partial invalidity**

All the provisions of this Pledge 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.

## **19 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 Pledge 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.

## **20 Amendments and waivers**

Any provision of this Pledge may be amended in writing by the Security Agent and the Pledgor. Any breach of this Pledge 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 Pledge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **21 Release**

### **21.1 Release**

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

### **21.2 Reinstatement**

Where any discharge (whether in respect of the obligations of the Pledgor 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 Pledgor under this Pledge 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.

### **21.3 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 Pledge undischarged until the expiry of the period during which it may be challenged on any such ground.

### **21.4 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.

## 22 Governing law

This Pledge 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 16 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of  
BALHOUSIE HOLDINGS LIMITED

at EDINBURGH

on the 23rd day

of SEPTEMBER 2022

by Lieven Baten

Director

before this witness

Witness

Full Name

Address

STEPHEN SMITH

c/o DAVIDSON CHALMERS

STEWART LLP

The delivery date of this Pledge is 28 September 2022

This is the Schedule referred to in the foregoing Share Pledge by Balhousie Holdings Limited in favour of Kroll Trustee Services Limited as Security Agent dated 28 September 2022

### Schedule - The Companies and The Existing Shares

Name of Company	Registered Number	Authorised Share Capital	Issued Share Capital	Class and nominal value of Existing Shares	Number of Existing Shares
(1)	(2)	(3)	(4)	(5)	(6)
Balhousie Care Limited	SC166652	1,000 Ordinary shares of £1.00 each	1,000 Ordinary shares of £1.00 each	Ordinary shares of £1.00 each	1,000
Advanced Specialist Care Limited	SC096630	50,000 Ordinary shares of £1.00 each	50,000 Ordinary shares of £1.00 each	Ordinary shares of £1.00 each	50,000