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COMPANIES FORM No. 466(Scot)

466

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

CHFP025

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write in this
margin

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

COMPANIES HOUSE
FEE PAID
EDINBURGH

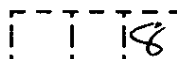
Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

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



SC196089

Name of company

* Affinity Hospitals Holding Limited (the "Company")

* insert full name
of Company

Date of creation of the charge (note 1)

4 March 2011

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

Floating Charge (the "Security")

Names of the persons entitled to charge

Deutsche Bank AG, London Branch as security trustee for itself and the other Secured Parties.

(Definitions in this form apply to this section. Please see Paper Apart Part 1 for further definitions.)

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 Security is in force, be comprised in the property and undertaking of the Company.

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

MCGRIGORS LLP
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH
EH3 9AQ

DX ED 723301 EDINBURGH 43

For official use (06/2005)

Charges Section

Post room

TUESDAY



SW3S1SGS

SCT

15/03/2011

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COMPANIES HOUSE

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

Please see Paper Apart Part 2 for further details.

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legibly, preferably
in black type, or
bold block lettering

Date(s) of execution of the instrument of alteration

Intercreditor Agreement was executed on 3 Feb 2011 and Deed of Accession to the Intercreditor Agreement was executed on 4 March 2011.

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

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write in
this margin

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

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

Ranking and Priority

Unless expressly provided to the contrary in the Intercreditor Agreement, the Liabilities shall rank in right and priority of payment in the following order and are postponed and subordinated to any prior ranking Liabilities as follows:

first, the Super Senior Liabilities, the Senior Secured Notes Liabilities, the Pari Passu Debt, the Senior Unsecured Notes Issuer Liabilities, the Senior Secured Notes Trustee Amounts and the Senior Unsecured Notes Trustee Amounts *pari passu* and without any preference between them;

second, the Senior Unsecured Notes Guarantee Liabilities *pari passu* and without any preference between them;

third, the Intra-Group Liabilities *pari passu* between themselves and without any preference between them; and

fourth, the Shareholder Liabilities.

Transaction Security

Each of the Parties agrees that the Transaction Security created pursuant to the Transaction Security Documents shall rank and secure the Super Senior Liabilities, the Senior Secured Notes Liabilities and the Pari Passu Debt, *pari passu* and without any preference between them (but only to the extent that such Transaction Security is expressed to secure those Liabilities).

(Definitions in this form apply to this section. Please see Paper Apart Part 1 for further definitions.)

Continuation of the 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

*Please do not
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this margin*

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

Signed McGregor LLP Date 15/03/2011
On behalf of ~~[company]~~ [chargee] †

*A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. 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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

Paper Apart

Paper Apart in relation to Form M466 in relation to an Intercreditor Agreement between, amongst others, Affinity Hospitals Holding Limited and Deutsche Bank AG, London Branch

PART 1

Definitions

"Additional Liabilities" means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with: any refinancing, deferral or extension of such Liability; any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs; any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability; any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; and any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Arranger" means an Arranger under and as defined in the RCF Facility Agreement and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to Clause 20 of the Intercreditor Agreement (*Changes to the Parties*);

"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security

"Credit Facility Document" means on or prior to the RCF Discharge Date, each "Finance Document" under, and as defined in, the RCF Facility Agreement; and after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility.

"Credit Facility Lenders" means:

- (a) on or prior to the RCF Discharge, the RCF Lenders; and
- (b) after the RCF Discharge Date, each Lender (under and as defined in the Credit Facility Documents), Issuing Bank and Ancillary Lender, all as defined in the Intercreditor Agreement.

"Credit Facility Lender Liabilities" means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the Credit Facility Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities).

"Creditors" means the Primary Creditors, the Shareholder Creditors and the Intra-Group Lenders;

"Creditor Representative" has the meaning given to that term in the Intercreditor Agreement;

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

"Debt Documents" means each of the Intercreditor Agreement, the RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Senior Unsecured Notes Documents, the Pari Passu Debt Documents, the Hedging Agreements, the Transaction Security Documents, the Shareholder Debt Documents, the Intra-Group Debt Documents and any other document designated as such by the Security Agent and the Parent;

"Debtor" means each Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein)); and any person which becomes a Party as a Debtor in accordance with the terms of Clause 20 of the Intercreditor Agreement (*Changes to the Parties*);

"Finance Party" means on or prior to the RCF Discharge Date, any RCF Finance Party; and after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents.

"Group" means the Parent and each of its Restricted Subsidiaries for the time being;

"Hedging Agreement" means any master agreement together with schedule and confirmation or any other agreement entered into or to be entered into between a Debtor and a Hedge Counterparty, in each case, for the purposes of hedging that at the time such Hedging Agreement is entered into is permitted under the terms of the Credit Facility Documents and not prohibited under the terms of the Senior Secured Notes Documents, to share in the Transaction Security.

"Hedge Counterparty" means any New Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement.

"Hedging Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Debtor to any Hedge Counterparty under or in connection with any Hedging Agreement, together with any related Additional Liabilities.

"Intra-Group Borrowers" means each member of the Group who has had loans or credit made available to it by an Intra-Group Lender and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 of the Intercreditor Agreement (*Changes to the Parties*), which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement;

"Intra-Group Debt Documents" means all documents, agreements and instruments evidencing any Intra-Group Liabilities;

"Intra-Group Lenders" means each Original Intra-Group Lender; and each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 in the Intercreditor Agreement (*Changes to the Parties*), which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement;

"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders, together with any related Additional Liabilities;

"Liabilities" means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities;

"Liability" means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities.

"New Hedge Counterparty" means any person which becomes Party as a New Hedge Counterparty pursuant to Clause 20.13 of the Intercreditor Agreement (*Creditor/Creditor Representative Accession Undertaking*);

"Notes Trustee Amounts" has the meaning given to it in Clause 21.11 of the Intercreditor Agreement (*Payments*);

"Original Shareholder Creditor" means Crown Newco 2 Limited;

"Parent" means **Crown Newco 3 plc**, a public limited company incorporated under the laws of England and Wales with its registered office at One South Place, London EC2M 2WG and under company number 7480550;

"Pari Passu Creditors" means the lenders or other creditors in respect of any Pari Passu Debt and the Pari Passu Debt Representative(s);

"Pari Passu Debt" means the Liabilities (that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Notes Liabilities) owed by the Debtors in respect of any loan, credit or debt facility, notes, indenture or security which are permitted, under the terms of the Senior Secured Notes Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, *provided that* the Pari Passu Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with Clause 20.4 of the Intercreditor Agreement *Change of Senior Creditor* (excluding, for the avoidance of doubt, Credit Facility Lender Liabilities and Senior Secured Notes Liabilities), together with any related Additional Liabilities;

"Pari Passu Debt Documents" means each document or instrument entered into between any members of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt;

"Pari Passu Debt Representative" means the creditor representative for the Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties;

"Primary Creditors" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Senior Unsecured Notes Creditors and the Pari Passu Creditors;

"RCF Agent" means the facility agent under the RCF Facility Agreement;

"RCF Discharge Date" means the date on which all RCF Liabilities have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents;

"RCF Facility Agreement" means the facility agreement comprising a £70,000,000 revolving credit facility (with an uncommitted additional £30,000,000 facility) made between the Obligors (as defined therein), the RCF Finance Parties and others dated on or about the date of the Intercreditor Agreement;

"RCF Finance Documents" has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements;

"RCF Finance Parties" means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties;

"RCF Liabilities" means the Liabilities owed by the Debtors to the RCF Finance Parties under the RCF Finance Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities);

"Receiver" means a receiver or receiver and manager or administrative receiver or other similar officer of the whole or any part of the Charged Property;

"Restricted Subsidiary" has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Notes Indenture;

"Security" means a mortgage, standard security, charge, pledge, assignment, assignation, transfer, lien, right of set-off, retention or extended retention of title provision, or any other security interest securing any obligation of any person or any other agreement or arrangement having the effect of giving security or preferential ranking to a creditor, or any other agreement or arrangement having a similar effect;

"Secured Debt Documents" means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Pari Passu Debt Documents;

"Secured Obligations" means all present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under: (a) the RCF Finance Documents; (b) the Hedging Agreements; (c) the Senior Secured Notes Documents; (d) the Pari Passu Debt Documents; (e) the Credit Facility Documents other than the RCF Finance Documents; and (f) any Additional Liabilities in respect of any Secured Debt Documents, *provided that* (d), (e) and (f) above shall only constitute "Secured Obligations" to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them;

"Secured Parties" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Pari Passu Creditors, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of a Senior Secured Notes Trustee, Arranger, Super Senior Creditor or Pari Passu Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.13 of the Intercreditor Agreement (*Creditor/Creditor Representative Accession Undertaking*);

"Senior Secured Notes Documents" means: the Senior Secured Notes Indenture; the Senior Secured Notes; the Intercreditor Agreement; the Senior Secured Notes Guarantees; and the Transaction Security Documents;

"Senior Secured Notes Creditors" means the Senior Secured Noteholders and the Senior Secured Notes Trustee;

"Senior Secured Notes Indenture" means the senior secured note indenture dated 3 February 2011 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time;

"Senior Secured Noteholders" means the "Holders" as defined in the Senior Secured Notes Indenture;

"Senior Secured Notes Liabilities" means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities);

"Senior Secured Notes Trustee" has the meaning given to that term in the Intercreditor Agreement;

"Senior Unsecured Notes" means the Sterling GBP 175,000,000 aggregate principal amount of 8.875% senior unsecured notes due 2019 issued by the Senior Unsecured Notes Issuer pursuant to the terms of the Senior Unsecured Notes Indenture and any additional notes issued from time to time under the Senior Unsecured Notes Indenture, together with any Additional Liabilities;

"Senior Unsecured Notes Issuer Liabilities" has the meaning given to that term in the Intercreditor Agreement;

"Senior Secured Notes Trustee Amounts" means Notes Trustee Amounts due to the Senior Secured Notes Trustee;

"Senior Unsecured Notes Trustee Amounts" means Notes Trustee Amounts due to the Senior Unsecured Notes Trustee;

"Senior Unsecured Notes Creditors" means the Senior Unsecured Noteholders and the Senior Unsecured Notes Trustee;

"Senior Unsecured Notes Documents" means (a) the Senior Unsecured Notes Indenture; (b) the Senior Unsecured Notes; (c) the Intercreditor Agreement; and (d) the Senior Unsecured Notes Guarantees;

"Senior Unsecured Notes Guarantee Liabilities" means all present and future money, debts and liabilities due, owing or incurred by any Senior Unsecured Notes Guarantor to any Senior Unsecured Notes Creditor under or in connection with the Senior Unsecured Notes Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or

contingently, and whether as principal, surety or otherwise) provided, however, that the definition of "Senior Unsecured Notes Guarantee Liabilities" shall not include the Senior Unsecured Notes Trustee Amounts;

"Senior Unsecured Notes Guarantees" means each senior subordinated guarantee by a Senior Unsecured Notes Guarantor of the obligations of the Parent under the Senior Unsecured Notes Documents which contain provisions in relation to payment blockage, subordination, release and turnover that substantially replicate those provisions of the Intercreditor Agreement relating to each Senior Unsecured Notes Guarantee or shall be made expressly subject to the provisions of the Intercreditor Agreement in a legally binding manner;

"Senior Unsecured Notes Guarantor" means each member of the Group that is a guarantor or provides an indemnity to the Senior Unsecured Notes Creditors (or any of them) for the Senior Unsecured Notes Liabilities (or any of them) under any Senior Unsecured Notes Document;

"Senior Unsecured Notes Indenture" means the senior unsecured note indenture dated 3 February 2011 between, among others, the Senior Unsecured Notes Issuer and the Senior Unsecured Notes Trustee, as amended from time to time;

"Senior Unsecured Notes Issuer" has the meaning given to that term in the Intercreditor Agreement;

"Senior Unsecured Notes Liabilities" means the Liabilities owed by the Senior Unsecured Notes Issuer and the Debtors to the Senior Unsecured Notes Creditors under the Senior Unsecured Notes Documents, together with any related Additional Liabilities;

"Senior Unsecured Notes Trustee" means Deutsche Trustee Company Limited as trustee for the Senior Secured Noteholders;

"Senior Unsecured Notes Trustee Amounts" means Notes Trustee Amounts due to the Senior Unsecured Notes Trustee;

"Shareholder Creditors" means; any Original Shareholder Creditor; and any direct or indirect shareholder (or affiliate who is not a member of the Group) of the Parent (and their respective transferees and successors) which has made a loan or financial accommodation to the Parent or another member of the Group, which is not prohibited under the terms of the Credit Facility Documents, the Senior Secured Notes Documents and the Pari Passu Debt Documents and which accedes to the Intercreditor Agreement by executing a Creditor/Creditor Representative Accession Undertaking in accordance with the Intercreditor Agreement, which in each case has not ceased to be a Shareholder Creditor in accordance with the Intercreditor Agreement;

"Shareholder Debt Documents" means all documents, agreements and instruments evidencing any Shareholder Liabilities;

"Shareholder Liabilities" means all Liabilities of any Debtor to any Shareholder Creditor together with any related Additional Liabilities;

"Super Senior Creditors" means the Credit Facility Lenders, the Hedge Counterparties and their respective Creditor Representatives;

"Super Senior Liabilities" means the Credit Facility Lender Liabilities and the Hedging Liabilities;

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent under or pursuant to the Transaction Security Documents; and

"Transaction Security Documents" means each "Transaction Security Document" as defined in the RCF Facility Agreement or, after the RCF Discharge Date, the Credit Facility; any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations; and any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

PART 2**Names and addresses of the persons who have executed the instrument of alteration****Intercreditor Agreement:**

The Lenders	
Credit Suisse AG, London Branch	Paradeplatz 8, 8001 Zurich, Switzerland
Deutsche Bank AG, London Branch	Taunusanlage 12, Frankfurt Am Main, 60325 Germany
Royal Bank of Scotland plc	36 St Andrew Square, Edinburgh, EH2 2YB
GE Corporate Finance Bank SAS	France
Royal Bank of Canada	1 Place Ville Marie, Montreal, Quebec, Canada
The Arrangers	
Credit Suisse AG, London Branch	Paradeplatz 8, 8001 Zurich, Switzerland
Deutsche Bank AG, London Branch	Taunusanlage 12, Frankfurt Am Main, 60325 Germany
The Royal Bank of Scotland plc	36 St Andrew Square, Edinburgh, EH2 2YB
GE Corporate Finance Bank SAS	18 Rue Hoche, Tour Facto, Paris 92988, La Defense Cedex, France.
RBC Capital Markets, A Trading Division of the Royal Bank of Canada	1 Place Ville Marie, Montreal, Quebec, Canada
The Original Intra-Group Lenders	
Crown Newco 3 plc	One South Place, London, United Kingdom, EC2M 2WG
The Original Shareholder Creditors	

Crown Newco 2 Limited	One South Place, London, United Kingdom, EC2M 2WG
The Original Debtors	
Crown Newco 3 plc	One South Place, London, United Kingdom, EC2M 2WG
The Security Agent	
Deutsche Bank AG, London Branch	Taunusanlage 12, Frankfurt Am Main, 60325 Germany

Debtor Accession Deed:

- 1 Affinity Hospitals Holding Limited, 38-40 Mansionhouse Road, Glasgow, G41 3DW.
- 2 Deutsche Bank AG, London Branch, Taunusanlage 12, Frankfurt Am Main, 60325 Germany.



FILE COPY

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

COMPANY NO. 196089

CHARGE NO. 8

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 4 MARCH 2011

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 15 MARCH 2011

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 4
MARCH 2011

BY AFFINITY HOSPITALS HOLDING LIMITED

IN FAVOUR OF
DEUTSCHE BANK AG

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES