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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

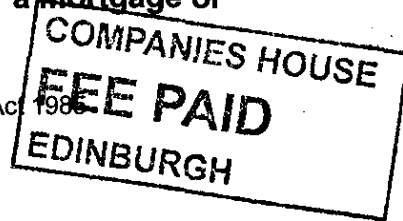
410

A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985

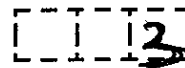


Please complete
legibly, preferably
in black type, or
bold block lettering

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

For official use

Company number



SC210173

Name of company

Robertson Healthcare (Findlay House) Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

6 June 2002

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge

Amount secured by the charge

All present and future obligations and liabilities of the Company to the Security Trustee and/or the Banks under the Floating Charge and/or under the Loan Agreement, or any of the other Financing Documents and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and or/several or otherwise, including without prejudice to the foregoing generality, all obligations to indemnify the Security Trustee and/or the Banks.

See Part A of the Schedule attached hereto for definitions.

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland, having its head office at The Mound, Edinburgh EH1 1YZ in its own right and as agent and security trustee for the Banks (the "Security Trustee").

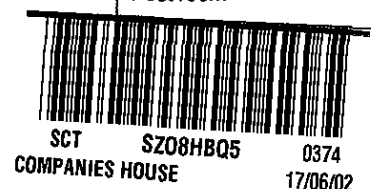
Presentor's name address telephone
number and reference (if any):

Tods Murray WS
66 Queen Street
Edinburgh
EH2 4NE

GHP.SAL.B5424.002

For official use
Charges Section

Post room



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 Floating Charge is in force be comprised in the property and undertaking of the Company (the "Charged Property").

Please do not write in this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Parts A and B of the Schedule attached hereto.

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Tods Murray Date 14 June 2002

On behalf of ~~XXXXX~~ [company] [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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. Cheques and Postal Orders are to be made payable to Companies House.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

† delete as appropriate

ROBERTSON HEALTHCARE (FINDLAY HOUSE) LIMITED
COMPANY NO. SC210173

SCHEDULE TO FORM 410 FOR FLOATING CHARGE CREATED 6 JUNE 2002

PART A - DEFINITIONS

Banks	means the Security Trustee as initial Bank and any assignee or transferee lender becoming a Bank pursuant to the Loan Agreement;
Collateral Warranties	means the collateral warranties in favour of the Security Trustee from HLM Architects (as architect), from Woolgar Hunter (as civil and structural engineers), from Davie and McCulloch (as services engineers) and from EC Harris (as quantity surveyors);
Direct Agreements	means: <ul style="list-style-type: none">(a) the direct agreement between Lothian Primary Care National Health Service Trust, the Security Trustee and the Company dated 6 June 2002;(b) the direct agreement between the Security Trustee, the Company and Robertson Group (Construction) Limited dated 6 June 2002; and(c) the direct agreement between the Security Trustee, the Company and Robertson Facilities Management Limited dated 6 June 2002;
Fees Letter	means the letter from the Security Trustee to the Company dated 6 June 2002 regarding the arrangement fee;
Financing Documents	means:- <ul style="list-style-type: none">(a) the Loan Agreement;(b) the Security Documents;(c) the Direct Agreements;(d) the Subordination Agreement;(e) the Hedging Agreement;(f) the Fees Letter;

and any other agreement, deed, document or letter setting out the terms of or constituting any indebtedness of the Company and/or Holdings to the Banks together with any documents ancillary or relating to all or any of them;

Hedging Agreement

means the interest rate hedging agreement (including the counter indemnity in favour of the Security Trustee in relation thereto) entered into by the Company in respect of the amounts outstanding under the Loan Agreement;

Holdings

means Robertson Healthcare (Findlay House) Holdings Limited incorporated in Scotland under company number SC220931;

Loan Agreement

means the loan facilities agreement dated 6 June 2002 made between the Company, Holdings, and the Security Trustee;

Permitted Security

means (i) the Security Interests created pursuant to the Security Documents, (ii) Security Interests arising by operation of law, (iii) Security Interests arising under retention of title arrangements in respect of the purchase of goods in the ordinary course of business and (iv) Security Interests granted with the prior written consent of the Security Trustee;

Project Accounts

means the Proceeds Account, Operating Account, Life Cycle Account, Debt Service Reserve Account, Insurance Account, Compensation Account and Tax Loss Sale Proceeds Account as specified in the Loan Agreement and any other bank account operated by the Company so designated with the consent of the Security Trustee from time to time;

Security Documents

means (a) a first ranking floating charge by the Company over all its assets and undertaking in favour of the Security Trustee (b) a first ranking floating charge by Holdings over all its assets and undertaking in favour of the Security Trustee (c) a guarantee by Holdings of the obligations of the Company under the Financing Documents in favour of the Security Trustee (d) a first ranking standard security granted by the Company in favour of the Security Trustee (e) an assignation in security by the Company in favour of the Security Trustee (f) an agreement (account security and offset) in respect the Project Accounts operated by the Company made between the Company and the Security Trustee (g) the Collateral Warranties (h) a shares pledge from Holdings in respect of the entire issued share capital of the

Company in favour of the Security Trustee and (i) any other documents from time to time created in the Security Trustee's favour as security for the obligations of the Company to the Banks;

Security Interest

means any standard security, mortgage, charge (whether fixed or floating), assignment or assignation by way of security, hypothecation, pledge, declaration of trust, lien, right of set off, compensation or combination of accounts, or any other security interest whatsoever, howsoever created or arising having or purporting to have the effect of priority over unsecured creditors' rights;

Subordination Agreement

means the subordination agreement dated 6 June 2002 between the Company, the Security Trustee, the Senior Creditors (as defined therein) and the Subordinated Creditors (as defined therein);

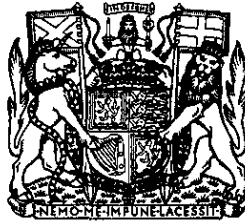
ROBERTSON HEALTHCARE (FINDLAY HOUSE) LIMITED

SCHEDULE TO FORM 410 FOR FLOATING CHARGE CREATED 6 JUNE 2002

**PART B - STATEMENT AS TO ANY RESTRICTIONS ON POWER TO GRANT FURTHER
SECURITIES AND ANY RANKING PROVISIONS**

- 1 The Floating Charge shall, subject to Section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created by the Company subsequent to the date of the Floating Charge, other than a fixed security in favour of the Security Trustee and to any other floating charge which shall be created by the Company subsequent to the date of the Floating Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the Floating Charge.
- 2 Except with the prior written consent of the Security Trustee, the Company shall not create, incur, assume or permit to subsist any Security Interest on all or any part of the Charged Property except for Permitted Security.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 210173

I hereby certify that a charge created by

ROBERTSON HEALTHCARE (FINDLAY HOUSE) LIMITED

on 6 JUNE 2002

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND FOR ITSELF
AND AS AGENT AND SECURITY TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 17 JUNE 2002

Given at Companies House, Edinburgh
18 JUNE 2002



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER

OF

Charges

Alteration to Charges

Memoranda of Satisfaction

AND

Appointments and Cessations

of Receivers

OF

**ROBERTSON HEALTHCARE (FINDLAY
HOUSE) LIMITED**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC210173 CHARGE: 1

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
17/06/2002		6/ 6/02 ASSIGNATION IN SECURITY		ALL SUMS DUE, OR TO BECOME DUE	WHOLE RIGHT, TITLE, INTEREST AND BENEFIT TO THE CONTRACTS	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND FOR ITSELF AND AS AGENT AND SECURITY TRUSTEE

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC210173 CHARGE: 1

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver Name	Date of Appointment	Date of Ceasing to act

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC210173 CHARGE: 3

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
17/06/2002		6/ 6/02 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND FOR ITSELF AND AS AGENT AND SECURITY TRUSTEE

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC210173 CHARGE: 3

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						