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COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

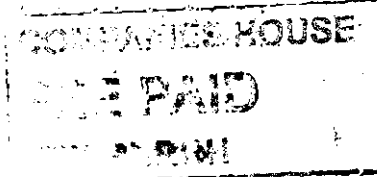
# 410

A fee of £13 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

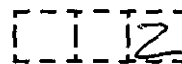


Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

For official use

Company number



SC345973

Name of company

\* Consort Healthcare (Fife) Limited (the "Chargor")

Date of creation of the charge (note 1)

30 April 2009

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

Floating Charge (the "Charge")

Amount secured by the charge

All present and future moneys, debts and liabilities due, owing or incurred by the Obligors to any Senior Creditor under or in connection with any Financing Document (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) including any Hedging Liabilities.

In this Form 410, any reference to the Charge, any other Financing Document or any other agreement or instrument is a reference to the Charge, Financing Document or other agreement or instrument as amended, novated, supplemented, extended or restated.

See Paper Apart for definitions.

Names and addresses of the persons entitled to the charge

Lloyds TSB Bank plc having its registered office at 25 Gresham Street, London, EC2V 7HN as security trustee for the Senior Creditors under the Security Trust and Intercreditor Deed and as defined in the Loan Facilities Agreement, and its successor(s), assignee(s) and transferee(s) as such Security Trustee (the "Security Trustee")

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

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

0131 777 7000

BA0198.000017/JZB/DMB

For official use (06/2005)  
Charges Section

WEDNESDAY



\*SKACZ9TZ\*

SCT

13/05/2009

797

COMPANIES HOUSE

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 Chargor (the "Secured Assets")

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)

Unless otherwise agreed in writing by the Security Trustee and subject to Section 464(2) of the Companies Act 1985:

(a) the Chargor shall not create any fixed security or other floating charge over any part of the Secured Assets ranking in priority to or equally with or postponed to the Charge after its execution of the Charge except any fixed security in favour of the Security Trustee or any Permitted Security Interests; and

(b) the Charge shall rank in priority to any fixed security or other floating charge created by the Chargor after its execution of the Charge except any fixed security in favour of the Security Trustee.

See Paper Apart for definitions

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

N/A

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

Signed *James J McGrigor LLP*

Date 13 May 2009

On behalf of ~~XXXXXX~~ [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. 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, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as appropriate

**Paper Apart to Form 410**  
**Consort Healthcare (Fife) Limited (Company Number: SC345973) as Chargor**  
**Paper Apart in relation to a floating charge granted by Consort Healthcare (Fife) Limited as**  
**Chargor in favour of Lloyds TSB Bank plc as Security Trustee**

**"Arranging Banks"** means Landesbank Hessen-Thüringen Girozentrale, Lloyds TSB Bank PLC, National Australia Bank Limited (ABN 12 004 044 937) and Sumitomo Mitsui Banking Corporation Europe Limited and their successors in title, permitted assigns and permitted transferees in such capacity from time to time;

**"Base Facility"** means the Tranche A Facility and the Tranche B Facility;

**"Change in Law Facility"** means the change in law term loan facility made available under clause 2 (*Facilities*) of the Loan Facilities Agreement in an aggregate amount not exceeding that specified in schedule 1 (*The Lenders and their Commitments*) of the Loan Facilities Agreement;

**"Existing Lender"** is as defined in clause 28.3 (*Assignments and Transfer by Lenders*) of the Loan Facilities Agreement;

**"Facility Agent"** means Lloyds TSB Bank PLC and its successors in title, permitted assigns and permitted transferees in such capacity from time to time;

**"Facilities"** means the Base Facility and the Change in Law Facility;

**"Financing Documents"** means:

- (a) the Loan Facilities Agreement;
- (b) the Hedging Agreements (as defined in the Loan Facilities Agreement);
- (c) the Security Documents (as defined in the Loan Facilities Agreement);
- (d) the Security Trust and Intercreditor Deed;
- (e) the Account Bank Agreement (as defined in the Loan Facilities Agreement);
- (f) the Noteholders Subscription Agreement (as defined in the Loan Facilities Agreement);
- (g) the Equity LCs (as defined in the Loan Facilities Agreement);
- (h) the Direct Agreements (as defined in the Loan Facilities Agreement);
- (i) the Fees Letters (as defined in the Loan Facilities Agreement); and
- (j) any other document designated as such by the Chargor and the Facility Agent;

**"Hedging Counterparty"** means from time to time any person party to the Security Trust and Intercreditor Deed as a Hedging Counterparty;

**"Hedging Liabilities"** means any amount payable by the Chargor to a Hedging Counterparty under a Hedging Agreement;

**"HoldCo"** means Consort Healthcare (Fife) Holdings Limited a company incorporated in Scotland under registered number SC345972 and having its registered office at Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG;

**"Intermediate"** means Consort Healthcare (Fife) Intermediate Limited a company incorporated in Scotland under registered number SC348867 and having its registered office at Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG;

**"Lenders"** means:

- (a) the Original Lenders; and
- (b) each New Lender which has become a party to the Loan Facilities Agreement in accordance with clause 28 (*Assignment and Transfer*) of the Loan Facilities Agreement,

in each case until its entire participation in the Facilities has been assigned or transferred to a transferee in accordance with clause 28 (*Assignment and Transfer*) of the Loan Facilities Agreement and all amounts owing to it under the Financing Documents have been paid in full;

**"Loan Facilities Agreement"** means the loan agreement entered into on 30 April 2009 between, amongst others, the Obligors, the Facility Agent and the Security Trustee;

**"New Lender"** means a bank or other financial institution to which an Existing Lender seeks to transfer all or part of its rights and obligations under the Loan Facilities Agreement in accordance with clause 28 (*Assignment and Transfer*) of the Loan Facilities Agreement;

**"Obligors"** means the Chargor, HoldCo and Intermediate;

**"Original Lenders"** means Landesbank Hessen-Thüringen Girozentrale, Lloyds TSB Bank PLC, National Australia Bank Limited (ABN 12 004 044 937) and Sumitomo Mitsui Banking Corporation Europe Limited and their successors in title, permitted assigns and permitted transferees in such capacity from time to time;

**"Permitted Security Interests"** means:

- (a) Security Interests in favour of the Senior Creditors;
- (b) any lien arising solely by operation of law in the ordinary course of the business of the Chargor in respect of any obligation which is not overdue for settlement; and
- (c) Security Interests granted with the prior written consent of the Facility Agent acting on the instructions of the Lenders;

**"Security Interests"** means any mortgage, standard security, fixed or floating charge, pledge, lien, hypothecation, encumbrance, security assignment or assignation by way of security, title retention, trust arrangement or other security interest or similar arrangement of any kind whatsoever;

**"Security Trust and Intercreditor Deed"** means the security trust and intercreditor deed dated 30 April 2009 between, amongst others, the Obligors, the Facility Agent and the Security Trustee;

**"Senior Creditors"** means the Lenders, the Arranging Banks, the Facility Agent, any Hedging Counterparty and the Security Trustee;

**"Tranche A Facility"** means the term loan facility made available under clause 2 (*Facilities*) of the Loan facilities Agreement in an aggregate amount not exceeding that specified in schedule 1 (*The Lenders and their Commitments*) of the Loan Facilities Agreement;

**"Tranche B Facility"** means the term loan facility made available under clause 2 (*Facilities*) of the Loan facilities Agreement in an aggregate amount not exceeding that specified in schedule 1 (*The Lenders and their Commitments*) of the Loan Facilities Agreement.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 345973  
CHARGE NO. 2**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY CONSORT  
HEALTHCARE (FIFE) LIMITED**

**ON 30 APRIL 2009**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF LLOYDS TSB BANK PLC**

**WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 13 MAY 2009**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 15 MAY 2009**



**Companies House**  
— for the record —



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