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COMPANIES FORM No. 410(Scot)

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

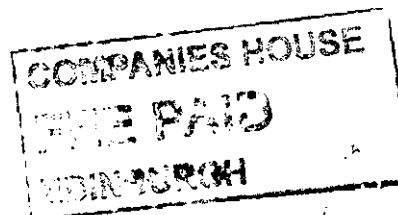
# 410

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

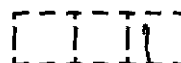


Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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 obligations and liabilities of the Chargor owed:-

(a) to Intermediate under the Borrower Loan Notes and the Borrower Loan  
Note Instrument; and

(b) to Intermediate under any deed or document supplemental thereto,  
whether actual, contingent, sole, joint and/or several or otherwise  
including, without prejudice to the foregoing generality, any supplemental  
agreements (the "Secured Liabilities").

See Paper Apart for definitions

Names and addresses of the persons entitled to the charge

Consort Healthcare (Fife) Intermediate Limited (SC348867) having its  
registered office at Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG  
("Intermediate")

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

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

BA0198.000017/JZB/DMB

For official  
Charges Sec

WEDNESDAY



SCT

COMPANIES HOUSE

795

Short particulars of all the property charged.

Please do not  
write in  
this margin

The whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor (the "**Charged Assets**").

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

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

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

The Charge is the Junior Security Document. The Charge is a second ranking charge and ranks behind the Security Documents.

Except with the prior written consent of Intermediate, the Chargor shall not during the Security Period create, incur, assume or permit to subsist any encumbrance on all or any part of the Charged Assets except for any Permitted Security Interests.

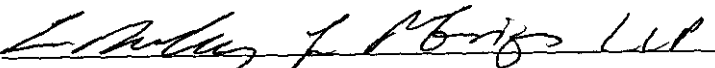
The Charge shall, subject to Section 464(2) of the Companies Act 1985 and to the Security Documents and to the Security Trust and Intercreditor Deed, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of Intermediate, and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the Charge.

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  Date 13 May 2009

On behalf of ~~XXXXXXXX~~ [chargee] †

† delete as  
appropriate

#### 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

**Paper Apart to Form 410**

**Consort Healthcare (Fife) Limited (Registered number SC345973)**

**Paper apart in relation to an floating charge by Consort Healthcare (Fife) Limited as Chargor  
in favour of Consort Healthcare (Fife) Intermediate Limited (Registered number SC348867) as  
Intermediate**

**"Arranging Banks"** means Landesbank Hessen-Thüringen Girozentrale, Lloyds TSB Bank PLC, National Australia Bank Limited; 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;

**"Borrower Loan Note"** means the loan notes constituted by the Borrower Loan Note Instrument issued or to be issued by the Chargor to Intermediate;

**"Borrower Loan Note Instrument"** means the loan note instrument dated on or about 30 April 2009 executed by the Chargor;

**"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;

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

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

**"Financing Document"** means:

- (a) the Loan Facilities Agreement;
- (b) the Hedging Agreement (as defined in the Loan Facilities Agreement);
- (c) the Security Documents
- (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 Noteholders Subscription 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;

**"HoldCo"** means Consort Healthcare (Fife) Holdings Limited (registered number SC345972) having its registered office at Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG;

**"Junior Security Document"** means the Charge;

**"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 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 agreement so called dated 30 April 2009 and entered into between, *inter alia* the Obligors, the Facility Agent and the Security Trustee as amended, supplemented, novated, extended or restated from time to time;

**"New Lender"** means a bank or other financial institution to which an Existing Lender (as defined in the Loan Facilities Agreement) 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 Interest"** 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 Document"** means:

- (a) Borrower Assignment and Charge (as defined in the Loan Facilities Agreement);
- (b) the Charge;
- (c) Share Pledge (as defined in the Loan Facilities Agreement);
- (d) Borrower Debenture (as defined in the Loan Facilities Agreement);
- (e) the HC Debenture (as defined in the Loan Facilities Agreement);
- (f) the Intermediate Debenture (as defined in the Loan Facilities Agreement);
- (g) the HC Floating Charge (as defined in the Loan Facilities Agreement);
- (h) the Intermediate Floating Charge (as defined in the Loan Facilities Agreement);
- (i) any other security document in favour of the Security Trustee;

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

**"Security Period"** means the period beginning 30 April 2009 and ending on the date upon which all the Secured Liabilities which have arisen or which may arise have been irrevocably paid and discharged or the Charge has been finally released and discharged;

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

**"Security Trustee"** means Lloyds TSB Bank plc and its successors, assigns and transferees in such capacity from time to time;

**"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. 1**

**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 CONSORT HEALTHCARE (FIFE) INTERMEDIATE  
LIMITED**

**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**