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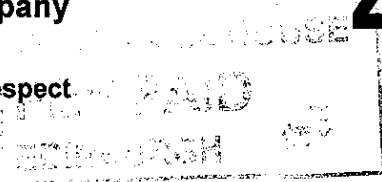
CHFP000

COMPANIES FORM No. 410 (Scot)

Particulars of a charge created by a company registered in Scotland

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

410



Please do not write in this margin

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

* insert full name of company

Pursuant to section 410 of the Companies Act 1985

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

Company Number
SC196089

For official use

Name of company

HEALTHCARE SCOTLAND LIMITED

Date of creation of the charge (note 1)

24 December 2004

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

Bond and Floating Charge

Amount secured by the charge

See Paper Apart 1

Names and addresses of the persons entitled to the charge

Duke Street Capital V Limited (Registered Number 04071494) having its registered office at Almack House, 28 King Street, London, SW1Y 6XA as security trustee for the Investors, the Managers and the Trusts (all as defined in the papers apart) ("the Security Trustee").

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

**Burness LLP
50 Lothian Road
Festival Square
Edinburgh
EH3 9WJ**

Ref: **IGB/WRA/1/21 (825922)**

Tel: **0131 473 6000**

For official use:
Charges Section

Post room



Short particulars of all the property charged.

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See Paper Apart 2

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)

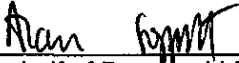
See Paper Apart 3

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



Date: 10 January 2005

For and on behalf of Burness LLP

delete as appropriate

On behalf of ~~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 of 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 or 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 Street, Edinburgh EH1 2EB

Papers apart relative to Companies House Form No. 410 (Scot) in respect of Healthcare Scotland Limited

Registered Number: SC196089

In these Papers Apart:-

“Acquisition Company” means Ingleby (1620) Limited (Company Number 5236108) having its registered office at 55 Colmore Row, Birmingham, B3 2AS;

“AHL” means Affinity Healthcare Limited (No. 3966451 England);

“Bank” means the Royal Bank of Scotland plc and its successors, permitted assignees and transferees;

“Batchelor Trust” means the trust constituted by the Life Interest Trust Deed of Settlement executed by Philip Batchelor (as Settlor) and Philip Batchelor, John Ward and Stephen Hemsley (as Trustees) dated 25 November 2004;

“the Charge” means the bond and floating charge by the Chargor in favour of the Security Trustee dated 24 December 2004;

“the Chargor” means Healthcare Scotland Limited, a company incorporated under the Companies Acts with registered number SC196089 and having its registered office at 35 Albert Street, Aberdeen, AB25 1XU;

“Company” means Ingleby (1640) Limited (Company Number 5305312) having its registered office at 55 Colmore Row, Birmingham, B3 2AS;

“Counter-indemnity” means the counter-indemnity entered into on or around the date hereof and made between Acquisition Company and the Security Trustee in respect of the liability of the Investors and the Security Trustee under a guarantee facility agreement entered into on or around the date of the Charge and made (inter alia) between the Investors and the Bank;

“DDBs” means the deep discounted bonds issued from time to time by the Company (or any Group Company) to the Investors;

“Encumbrance” means any mortgage, pledge, lien, charge, assignment by way of security, assignation in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

“Financial Facilities” means the senior term loan A facility, the senior term loan B facility, the working capital facilities, capital expenditure facilities and the mezzanine facilities made available to the Acquisition Company, the Company and the Group including any agreements relating or supplemental to such facilities;

“Group” means the Acquisition Company, the Company, HEL, HSL, AHL and any subsidiary or holding company of any of them and any subsidiary of any such holding company from time to time;

“Group Company” means each and any body corporate in the Group;

“HEL” means Healthcare England Limited (No.SC224907);

“HSL” means Healthcare Scotland Limited (No.SC196089);

“InterCreditor Agreement” means the agreement entered into between (1) The Senior Facility Agent, (2) the Security Agent, (3) the Original Senior Lender, (4) the Original Ancillary Lender, (5) the Senior Mezzanine Agent, (6) the Original Senior Mezzanine Lender, (7) the Junior Mezzanine Agent, (8) the Original Junior Mezzanine Lender, (9) the Investors and (10) the Original Obligors, Intra-Group Creditors and Intra-Group Debtors (each as defined therein) dated on or around the date of the Charge;

“Investment Agreement” means the agreement dated on or around the date of the Charge entered into between Acquisition Company (1), the Company (2), the Managers (3) and the Investors (4);

“Investors” has the meaning given to it in the InterCreditor Agreement;

“Managers” means Phillip Batchelor and John Ward;

“Permitted Security Interest” means:-

- (a) a lien or right of set-off arising in the normal course of trading or by operation of law securing obligations not more than thirty days overdue;
- (b) any conditional sale or title retention arising under contract for the purchase of goods in the normal course of trading securing obligations not more than thirty days overdue;
- (c) any Security Interest created or permitted to subsist with the prior written consent of the Security Trustee;
- (d) any Security Interest permitted pursuant to the Financial Facilities;
- (e) any rights of set-off, netting or combination of account agreed by the Chargor with its bankers in the ordinary course of its cash management arrangements;

“Secured Assets” means 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;

“Secured Liabilities” means:-

- (a) all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever, owed by any Chargor to the Security Trustee and the Investors on any account whatsoever including without limitation under the DDBs, the Counter-indemnity, the Investment Agreement and under the Charge and owing to the Managers and/or to the Trusts under the DDBs and the Charge;
- (b) interest at such rate as shall be agreed by the Security Trustee and the Chargor from time to time (and in the absence of such agreement, in accordance with normal practice at the time of the Security Trustee);
- (c) any legal and other costs, charges and expenses (on a full and unqualified indemnity basis) in connection with the preparation and enforcement of the Charge; and
- (d) any expenses and charges arising out of or in connection with the acts or matters referred to in clause 7 of the Charge,

excluding any obligation which, if it were so included, would result in the Charge contravening Section 151 of the Companies Act 1985;

“Security Interest” means any mortgage, charge, pledge, lien, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising;

“Trusts” means the Batchelor Trust and the Ward Trust; and

“Ward Trust” means the trust constituted by the Life Interest Trust Deed of Settlement executed by John Ward (as Settlor) and John Ward, Stephen Hemsley and Philip Batchelor (as Trustees) dated 25 November 2004.

Paper Apart 1

The amount secured by the Charge is the Secured Liabilities.

Paper Apart 2

The property charged by the Charge is the Secured Assets.

Paper Apart 3

The floating charge created by the 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 Chargor after its execution of the Charge, other than a fixed security in favour of the Security Trustee 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.

Except with the prior written consent of the Security Trustee, the Chargor shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Secured Assets except for a Permitted Security Interest.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 196089

I hereby certify that a charge created by

HEALTHCARE SCOTLAND LIMITED

on 24 DECEMBER 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of DUKE STREET CAPITAL V LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 11 JANUARY 2005 given at Companies House, Edinburgh
14 JANUARY 2005



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES