

# MG01s

Particulars of a charge created by a company  
registered in Scotland



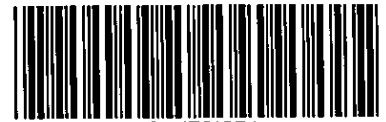
**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

**What this form is for**  
You may use this form to register  
particulars of a charge created by a  
Scottish company.

**What this form is NOT for**  
You cannot use this form to register  
particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland. To do  
this, please use form MG01.

THURSDAY



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SCT 01/04/2010 17  
COMPANIES HOUSE  
SCT 01/04/2010 12UB  
COMPANIES HOUSE

## 1 Company details

Company number S C 1 9 6 0 8 9  
Company name in full AFFINITY HOSPITALS HOLDING LIMITED (the **Additional**  
**Chargor**)

For official use  
7  
**Filing in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

## 2 Date of creation of charge

Date of creation 1 8 2 0 1 0

## 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description A security agreement deed of accession dated 18 March 2010 between,  
amongst others, the Additional Chargor and the Security Agent (as defined  
below) (the **Deed**)

## 4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Obligor (as defined below) to  
any Finance Party (as defined below) under each  
Finance Document (as defined below) to which an  
Obligor is a party, except for any obligations  
which, if it were so included, would result in this  
Deed contravening Section 678 or 679 of the  
Companies Act 2006 (the **Secured Liabilities**)

Please see part 3 of the paper apart for  
definitions.

**Continuation page**  
Please use a continuation page if  
you need to enter more details.

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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	The Royal Bank of Scotland plc (the <b>Security Agent</b> )						
Address	280 Bishopsgate						
	London						
Postcode	E	C	2	M	4	R	B
Name							
Address							
Postcode							

### Continuation page

Please use a continuation page if you need to enter more details.

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Please see part 1 of the paper apart for details and part 3 of the paper apart for definitions.

### Continuation page

Please use a continuation page if you need to enter more details.

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## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>①</sup>

Please see part 2 of the paper apart for details and part 3 of the paper apart for definitions.

<sup>①</sup>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.

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## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

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## Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

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## Signature <sup>②</sup>

Please sign the form here.

Signature

Signature

X  X

### <sup>②</sup> Signature

This form must be signed by a person with an interest in the registration of the charge.

# MG01s

Particulars of a charge created by a company registered in Scotland

## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Sandy Grieve

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E H 1 2 E N

Country

DX 553001 Edinburgh 18

Telephone

0131 228 8000

## Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the deed (if any) with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property charged.
- You have signed the form.
- You have enclosed the correct fee.

## Important information

Please note that all information on this form will appear on the public record.

## How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'

## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**This is the paper apart to the foregoing MG01s relative to a deed of accession to a security agreement between, amongst others, Affinity Hospitals Holding Limited and The Royal Bank of Scotland plc as Security Agent dated 18 March 2010**

## **PART 1 – SHORT PARTICULARS OF THE PROPERTY CHARGED**

### **1. ACCESSION**

With effect from the date of the Deed, the Additional Chargor:

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor including, without limitation, the terms set out at:
  - (i) clause 4 (Restrictions on Dealings) of the Security Agreement which restricts, among other things, the creation of further security on any of its assets;
  - (ii) subclause 6.7 (Voting Rights) of the Security Agreement in relation to voting rights, powers and other rights in respect of its investments; and
  - (iii) clause 16 (Further Assurances) of the Security Agreement in relation to, amongst other things, creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement.

### **2. SECURITY**

- (a) Paragraphs (a) to (j) below apply without prejudice to the generality of clause 1 (Accession) above.
- (b) All the Security under the Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Liabilities; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the rights of the Additional Chargor under a document cannot be secured without the consent of that party to that document:
  - (i) the Additional Chargor must notify the Security Agent promptly;
  - (ii) the Security under the Deed will secure all amounts which the Additional Chargor may receive, or has received, under that document but exclude the document itself; and
  - (iii) unless the Security Agent otherwise requires, the Additional Chargor must, and each other Charging Company must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent of the relevant party

to that document being secured under the Deed and in any event must have obtained the relevant party's consent within 30 days of the date of the Deed.

- (d) The Security Agent holds the benefit of the Deed on trust for the Finance Parties.
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to the Deed does not affect the validity or enforceability of the Security under the Deed.
- (f) The Additional Chargor grants the charges and assignments set out in Clauses 2.2 to 2.9 of the Security Agreement (as set out in part 4 of this paper apart) and without prejudice to the generality of the foregoing:
  - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 (Real Property) of Schedule 1 (Security assets) to this paper apart to the Form MG01;
  - (ii) charges by way of a first legal mortgage all shares owned by it and specified in Part 2 (Shares) of Schedule 1 (Security assets) to this paper apart to the Form MG01;
  - (iii) charges by way of a first fixed charge all plant and machinery owned by it and specified in Part 3 (Specific Plant and Machinery) of Schedule 1 (Security assets) to this paper apart to the Form MG01;
  - (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 4 (Relevant Contracts) of Schedule 1 (Security assets) to this paper apart to the Form MG01; and
  - (v) charges by way of a first fixed charge all of its rights in respect of the Intellectual Property Rights specified in Part 5 (Specific Intellectual Property Rights) of Schedule 1 (Security assets) to this paper apart to the Form MG01.
- (g) The Additional Chargor charges by way of a first floating charge:
  - (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clauses 2.2 to 2.9 of the Security Agreement (as set out in part 4 of this paper apart); and
  - (ii) all its Scottish Assets.
- (h) The floating charge created by Subclause 2.10 of the Security Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (i) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement referred to in the charges register dated [ ] in favour of The Royal Bank of Scotland plc (as agent and trustee for the finance parties referred to in that security agreement) or its conveyancer."

- (j) The Additional Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"The Lenders under a credit agreement dated 13 January 2010 between, amongst others, the Parent, The Royal Bank of Scotland plc as facility agent and security agent are under an obligation (subject to the terms of that senior facilities agreement) to make further advances and the security agreement referred to in the charges register dated [ ] in favour of The Royal Bank of Scotland plc (as agent and trustee for the secured creditors referred to in that security agreement) secures those further advances."

**3. MISCELLANEOUS**

With effect from the date of the Deed:

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of a Chargor; and
- (b) any reference in the Security Agreement to the Deed and similar phrases will include the Deed and all references in the Security Agreement to a schedule (or any part of them) will include a reference to the schedule to the Deed (or relevant part of it).

**PART 2 – STATEMENT AS TO ANY RESTRICTIONS ON POWER TO GRANT FURTHER  
SECURITIES AND ANY RANKING PROVISION**

**1. RESTRICTIONS ON DEALINGS**

2.1 No Chargor may:

- (a) create or permit to subsist any Security on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement.



### PART 3 – DEFINITIONS

In this Form MG01:

**Accession Letter** means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Credit Agreement.

**Acquisition Facility** means the term loan facility made available under the Credit Agreement as described in paragraph (a)(i) of clause 2.1 (The Facilities) of the Credit Agreement.

**Acquisition Facility Borrower** means the Company or any Additional Acquisition Facility Borrower.

**Additional Acquisition Facility Borrower** means a company which becomes a Borrower under the Acquisition Facility in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Additional Guarantor** means a company which becomes a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Additional Lender** means any person who is not a Lender and who is to become a Lender under clause 4 (Additional Commitments) of the Credit Agreement.

**Additional Obligor** means an Additional Acquisition Facility Borrower or an Additional Guarantor.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement.

**Ancillary Lender** means each Lender which makes available an Ancillary Facility in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement.

**Arkle Group** means Affinity Healthcare Holdings Limited (registered in England and Wales with registration number 05305312) and each of its Subsidiaries for the time being.

**Arranger** means The Royal Bank of Scotland plc as mandated lead arranger.

**Borrower** means the Company, a Revolving Facility Borrower or an Acquisition Facility Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Charging Company** means:

- (a) the Additional Chargor;
- (b) Affinity Healthcare Limited (registered in England and Wales with registration number 05236108);

- (c) Affinity Healthcare Holdings Limited (registered in England and Wales with registration number 05305312);
- (d) Affinity Hospitals Group Limited (registered in Scotland with registration number SC224907);
- (e) Affinity Hospitals Limited (registered in England and Wales with registration number 03966451);
- (f) Cheadle Royal Healthcare Limited (registered in England and Wales with registration number 03254624);
- (g) Cheadle Royal Residential Services Limited (registered in England and Wales with registration number 06623891); and
- (h) Middleton St George Healthcare Limited (registered in England and Wales with registration number 03864079).

**Chargor** means an Original Chargor and any member of the Group which becomes a Chargor by executing a Deed of Accession.

**Company** means Priory New Investments No.3 Limited (registered in England and Wales with registered number 07102547).

**Compliance Certificate** means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) to the Credit Agreement.

**Counterparty Accession Agreement** means a letter, substantially in the form of schedule 13 (Form of Hedge Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

**Credit Agreement** means the £35,500,000 senior facilities agreement dated 13 January 2010 between (among others) the Parent, the Company and the Security Agent.

**Deed of Accession** means a deed substantially in the form of schedule 5 (Form of Deed of Accession) to the Security Agreement which, for the avoidance of doubt, includes the Deed.

**Facility Agent** means The Royal Bank of Scotland plc as agent of the other Finance Parties.

**Fee Letter** means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Company (or the Facility Agent and the Company) setting out any of the fees referred to in clause 14 (Fees) of the Credit Agreement.

**Finance Document** means the Credit Agreement, any Accession Letter, any Lender Accession Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Mandate Letter, any Subordination Agreement, any Resignation Letter, any Counterparty Accession Agreement, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Ancillary Document and any other document designated as a "Finance Document" by the Facility Agent and the Parent.

**Finance Party** means the Facility Agent, the Arranger, the Security Agent, any Ancillary Lender, a Lender or a Hedge Counterparty.

**Group** means the Parent and each of its Subsidiaries for the time being.

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Hedge Counterparty** means the Original Hedge Counterparty or any person which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with clause 27.11 (Additional Hedge Counterparties) of the Credit Agreement.

**Hedging Agreement** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Acquisition Facility in accordance with the Hedging Letter delivered to the Facility Agent under clause 5.1 (Initial conditions precedent) of the Credit Agreement.

**Hedging Letter** means a letter between the Facility Agent and the Company in the agreed form dated on or before the date of the Credit Agreement (and executed by the Company) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers under the Credit Agreement.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests;
- (d) any interest (including by way of licence) in any of the above; or
- (e) the benefit of all applications and rights to use any of the above,

in each case, whether registered or not.

**Lender** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with clause 27 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement.

**Lender Accession Agreement** means an agreement, substantially in the form of schedule 12 (Form of Lender Accession Agreement) to the Credit Agreement in respect of any accession of an Additional Lender under clause 27.10 (Additional Lenders) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Parent.

**Mandate Letter** means the best efforts letter dated on or about the date of the Credit Agreement between, among others, The Royal Bank of Scotland plc (as mandated lead arranger), the Company and the Parent.

**Mortgaged Property** means all estates or interests in all freehold or leasehold property included in the definition of Security Assets.

**Obligor** means a Borrower or a Guarantor.

**Original Chargor** means the Company and the Parent.

**Original Guarantor** means the Company and the Parent.

**Original Hedge Counterparty** means The Royal Bank of Scotland plc as counterparty to the hedging arrangements.

**Original Lender** means The Royal Bank of Scotland plc.

**Parent** means Priory New Investments No.2 Limited (registered in England and Wales with registered number 07102440).

**Resignation Letter** means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) to the Credit Agreement.

**Revolving Facility Borrower** means the Company or, in respect of an Ancillary Facility only, any Affiliate of the Company that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to clause 7.9 (Affiliates of Borrowers) of the Credit Agreement.

**Scottish Assets** means such of the undertaking, property and assets, present and future of a Chargor:

- (a) which is from time to time located in Scotland;
- (b) which is/are contractual and other rights (including without limitation incorporeal moveable property) which is/are governed by the laws of Scotland; and/or
- (c) where the creation and/or enforcement of any Security over such undertaking, property and assets is governed by the laws of Scotland.

**Security** means a mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Agreement** means the security agreement dated 13 January 2010 entered into between the Parent, the other Chargors under and as defined in the Security Agreement and the Security Agent.

**Security Assets** means all assets of the Additional Chargor the subject of any security created by the Deed.

**Security Document** means a security agreement substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require which, for the avoidance of doubt, includes the Security Agreement.

**Selection Notice** means a notice substantially in the form set out in part 2 of schedule 3 (Requests) to the Credit Agreement (in accordance with clause 12 (Interest Periods) of the Credit Agreement in relation to a term loan facility.

**Subordination Agreement** means a subordination agreement, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require.

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

**Supplemental Security Document** means a supplemental security agreement entered into by an Obligor substantially in the agreed form, with such amendments as the Facility Agent may approve or reasonably require.

**Transaction Security Document** means:

- (a) a Security Document which, for the avoidance of doubt, includes the Security Agreement;
- (b) any document evidencing or creating security over any asset and delivered to the Facility Agent in connection with the accession of the members of the Arkle Group pursuant to paragraph 2 of part 3 of schedule 2 (Conditions Precedent) to the Credit Agreement which, for the avoidance of doubt, includes the Deed;
- (c) a Supplemental Security Document;
- (d) any document evidencing or creating security over any asset and delivered to the Facility Agent in connection with the accession of an Additional Obligor pursuant to part 5 of schedule 2 (Conditions Precedent) to the Credit Agreement; and
- (e) any other document evidencing or creating security over any asset and designated as such by the Facility Agent and the Parent.

**Utilisation Request** means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) to the Credit Agreement.

In the Deed and in the Form MG01, reference to:

- (a) a **Finance Document** includes all amendments and supplements including supplements providing for further advances; and
- (b) the **Security under the Deed** means any security created by the Deed.

## PART 4 – CLAUSES 2.2 TO 2.9 OF THE SECURITY AGREEMENT

### 2.2 Land

(a) Each Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 of Schedule 2 (Security Assets) to the Security Agreement under its name under the heading **Real Property** or in a Deed of Accession to which it is a party; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property,

but in each case excluding any estates or interest in freehold or leasehold property situated in Scotland.

(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 2.3 Investments

(a) Each Chargor charges:

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; this includes the shares specified in Part 2 of Schedule 2 (Security Assets) to the Security Agreement opposite its name or in a Deed of Accession to which it is a party; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and

- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

#### 2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession in each case located in England and Wales.

#### 2.5 Credit balances

Each Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any blocked account referred to in clause 10.6 (Payment into a blocked account) of the Credit Agreement and the debt represented by it.

#### 2.6 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

#### 2.7 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (i) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Part 3 of Schedule 2 (Security Assets) to the Security Agreement under its name under the heading **Specific Intellectual Property Rights** or in a Deed of Accession to which it is a party;
- (ii) any copyright or other intellectual property monopoly right; or
- (iii) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

#### 2.8 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause; this includes the agreements (if any) specified in Part 4 of Schedule 2 (Security Assets) to the Security Agreement under its name under the heading **Relevant Contracts** or in a Deed of Accession to which it is a party.

#### 2.9 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (i) any beneficial interest, claim or entitlement it has in any pension fund;
- (ii) its goodwill;
- (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (iv) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (iii) above; and
- (v) its uncalled capital.



**SCHEDULE 1**  
**SECURITY ASSETS**  
**PART 1**  
**REAL PROPERTY**

<b>Freehold/Leasehold</b>	<b>Description</b>	<b>Title number(s)</b>	<b>Charging Company</b>
Freehold	Land and buildings at Middleton St George Hospital, Middleton St George, Darlington	DU116478 DU98630 DU103025 DU123090 DU139094	Middleton St George Healthcare Limited
Freehold	Land at Sion House, 52 Sion Close, Ribbleson, Preston	LA510309	Cheadle Royal Healthcare Limited
Freehold	Land and buildings at Cheadle Royal Hospital, Wilmslow Road, Cheadle	GM746141	Cheadle Royal Healthcare Limited
Freehold	Land and buildings at Cheadle Royal Hospital, Wilmslow Road, Cheadle	MAN48525	Cheadle Royal Healthcare Limited
Freehold	Land and buildings at 24 Station Road, Darlington	DU166851	Middleton St George Healthcare Limited

**PART 2**  
**SHARES**

<b>Charging Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Affinity Healthcare Holdings Limited	Affinity Healthcare Limited	Ordinary	3,030,919

Affinity Hospitals Limited	Cheadle Royal Healthcare Limited	Ordinary	97
Affinity Hospitals Limited	Middleton St George Healthcare Limited	Ordinary	1
Cheadle Royal Healthcare Limited	Cheadle Royal Residential Services Limited	Ordinary	100
Affinity Hospitals Group Limited	Affinity Hospitals Limited	Ordinary A Ordinary B	12,000 6,150

**PART 3****SPECIFIC PLANT AND MACHINERY****Description**

None.

**PART 4****RELEVANT CONTRACTS****Description**

None.

**PART 5****SPECIFIC INTELLECTUAL PROPERTY RIGHTS****Description**

None.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 196089

CHARGE NO. 7

I HEREBY CERTIFY THAT A CHARGE CREATED BY AFFINITY  
HOSPITALS HOLDING LIMITED

ON 18 MARCH 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 1 APRIL 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 9 APRIL 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES