

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 410 and 466 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

SC196089

Name of company

*AFFINITY HOSPITALS HOLDING LIMITED (the **Chargor**)

* insert full name of company

Date of creation of the charge (note 1)

18 March 2010

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating charge dated 17 and 18 March 2010 (the **Charge**)

Names of the persons entitled to the charge

The Royal Bank of Scotland plc as Security Agent

Short particulars of all the property charged

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 **Security Assets**)

Presenter's name address and reference (if any):
Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

For official use (05/2009)

Charges Section

Post room

THURSDAY



SCT 01/04/2010 1203
COMPANIES HOUSE

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

Please see part 1 of the paper apart.

Date(s) of execution of the instrument of alteration

18 March 2010

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge

- 1. Undertakings of the Subordination Obligors
 - (a) Except as provided in paragraph (b) below, no Subordination Obligor will:
 - (i) create or allow to exist any Security over any of its assets for any of the Subordinated Debt.
 - (b) Notwithstanding paragraph (a) above, a Subordination Obligor may:
 - (i) do anything prohibited by paragraph (a) above if the Facility Agent agrees;

- 2. Undertakings of Subordinated Creditors
 - (a) Except as provided below, no Subordinated Creditor will:
 - (i) allow to exist or receive any Security for any of the Subordinated Debt;
 - (ii) allow to exist or receive any guarantee or other assurance against loss in respect of any of the Subordinated Debt;
 - (b) Notwithstanding paragraph (a) above, a Subordinated Creditor may:
 - (i) do anything prohibited by paragraph (a) above if the Facility Agent agrees.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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write in
this margin

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

1. Undertakings of the Subordination Obligors

(a) Except as provided in paragraph (b) below, no Subordination Obligor will:

(i) create or allow to exist any Security over any of its assets for any of the Subordinated Debt; or

(ii) take or omit to take any action which might impair the subordination achieved or intended to be achieved by the Subordination Agreement.

(b) Notwithstanding paragraph (a) above, a Subordination Obligor may:

(i) do anything prohibited by paragraph (a) above if the Facility Agent agrees;

(ii) make payments of principal and interest in respect of any Equity Cure Loan from the proceeds of an Equity Cure Repayment, at a time when no Event of Default is outstanding and the nature of the payment has been disclosed to the Facility Agent; and

(iii) make payments of principal and interest or effect a discharge by set-off in respect of any Intra-Group Debt at a time when no Event of Default is continuing or could reasonably be expected to result from such payment.

2. Undertakings of Subordinated Creditors

(a) Except as provided below, no Subordinated Creditor will:

(i) demand or receive payment of, or any distribution in respect or on account of, any of the Subordinated Debt in cash or in kind from an Obligor or any other source;

(ii) apply any money or assets in discharge of any Subordinated Debt;

(iii) discharge any of the Subordinated Debt by set-off;

(iv) allow to exist or receive any Security for any of the Subordinated Debt;

(v) allow to exist or receive any guarantee or other assurance against loss in respect of any of the Subordinated Debt;

(vi) allow any of the Subordinated Debt to be evidenced by a negotiable instrument; or

(vii) take or omit to take any action which might impair the subordination achieved or intended to be achieved by Subordination Agreement

(b) Notwithstanding paragraph (a) above, a Subordinated Creditor may:

(i) do anything prohibited by paragraph (a) above if the Facility Agent agrees;

(ii) if it is Holdco, receive a payment from a Subordination Obligor which is permitted under Subclause 2.1 (Undertakings of the Obligors) of the Subordination Agreement; and

(iii) if it is an Intra-Group Creditor, receive a payment from a Subordination Obligor which is permitted under Subclause 2.1 (Undertakings of the Obligors) of the Subordination Agreement.

3. Non-competition

Unless:

(a) the Senior Debt has been irrevocably paid in full; or

(b) the Facility Agent otherwise directs,

no Subordinated Creditor will by virtue of any payment or performance by it under the Deed or by virtue of the operation of any Clause of the Subordination Agreement:

(i) receive, claim or have the benefit of any payment, distribution or security from or on account of any Subordination Obligor or other person.

Continued Over

COM466/3

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

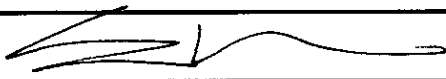
Please do not write in this margin

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

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

† delete as appropriate

Signed



Date

1 APRIL
March 2010

On behalf of [company] [charges] +

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, 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 execution of that instrument.
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 Registration Office, 139 Fountainbridge, Edinburgh, EH3 9FF. DX 235 Edinburgh or LP - 4 Edinburgh 2

This is the paper apart to the foregoing form 466 relative to a floating charge between, amongst others, Affinity Hospitals Holding Limited and The Royal Bank of Scotland plc as Security Agent dated 18 March 2010

PART 1 – NAMES AND ADDRESSES OF THE PERSONS WHO HAVE EXECUTED THE INSTRUMENT OF ALTERATION

Accession agreement to subordination agreement dated 18 March 2010:

Affinity Hospitals Holding Limited, Saltire Court, Castle Terrace, Edinburgh EH1 2EN

Subordination agreement dated 13 January 2010:

Priory New Investments No.2 Limited, Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP

Priory New Investments No.3 Limited, Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP

Priory New Investments Limited, Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP

The Royal Bank of Scotland plc, 250 Bishopsgate, London EC2M 4RB

PART 2 – DEFINITIONS

In this Form 466:

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

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

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

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.

Equity Cure Loan means a loan advanced by Holdco to the Parent or by the Parent to Company for the purposes of enabling the Company to make an Equity Cure Deposit (as defined in clause 23.2(e) (Aggregate Loan to Value) of the Credit Agreement).

Equity Cure Repayment has the meaning given to it in clause 23.2(e) (Aggregate Loan to Value) of the Credit Agreement.

Event of Default means any event or circumstance specified as such in Clause 26 (Events of Default) of the Credit Agreement.

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

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, each as defined in the Credit Agreement, 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.

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.

Holdco means Priory New Investments Limited

Intra-Group Creditor means an Original Intra-Group Creditor or any member in the Group which becomes a Subordinated Creditor by delivery of an Accession Agreement in accordance with Clause 16.4 (New Subordinated Creditors) of the Subordination Agreement.

Intra-Group Debt means all Liabilities of any Subordination Obligor to an Intra- Group Creditor.

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.

Liability means any present or future liability (actual or contingent), together with:

- (a) any permitted refinancing, novation, deferral or extension of that liability;
- (b) any claim for breach of representation, warranty, undertaking, or on an event of default or under any indemnity in connection with that document or agreement;
- (c) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;
- (d) any claim for damages or restitution in the event of rescission of that liability or otherwise;
- (e) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise; and
- (f) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

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

Original Intra-Group Creditor means the persons named in Schedule 2 to the Subordination Agreement as intra-group creditors

Original Lender means The Royal Bank of Scotland plc.

Original Subordination Obligor means the persons named in Schedule 1 to the Subordination Agreement as obligors

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

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 Agent means The Royal Bank of Scotland plc

Senior Debt means all Liabilities payable or owing by any Subordination Obligor to a Finance Party under or in connection with the Finance Documents.

Subordinated Creditor means Holdco, an Original Intra-Group Creditor or any person which becomes a Subordinated Creditor by delivery of an Accession Agreement in accordance with Clause 16.4 (New Subordinated Creditors) of the Subordination Agreement.

Subordinated Debt means all Liabilities of any Subordination Obligor to any Subordinated Creditor:

- (a) including any dividends or other distributions and any amount payable to an Subordinated Creditor on a liquidation or other Insolvency of any Subordination Obligor; or
- (b) in respect of any advisory, monitoring, management or other fees or expenses.

Subordination Agreement means the subordination agreement dated 13 January 2010 among Priory New Investments No.2 Limited, Priory New Investments No.3 Limited, Priory New Investments Limited and The Royal Bank of Scotland plc

Subordination Obligor means:

- (a) an Original Subordination Obligor; and
- (b) any other member of the Group that becomes an Subordination Obligor by the delivery of an Accession Agreement in accordance with Clause 16.3 (New Obligors) of the Subordination Agreement.

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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 196089

CHARGE NO. 6

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 18 MARCH 2010

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

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 18
MARCH 2010

BY AFFINITY HOSPITALS HOLDING LIMITED

IN FAVOUR OF
ROYAL BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 APRIL 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES