

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



S7M8PISS
SCT 01/04/2010 1208
COMPANIES HOUSE

1 Company details For official use

Company number

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Company name in full **AFFINITY HOSPITALS HOLDING LIMITED (the Chargor)**

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

d	1	d	8	m	0	m	3	y	2	y	0	y	1	y	0
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3 Description

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

Description **Bond and Floating charge by the Chargor in favour of Royal Bank of
Scotland as Security Agent dated 17 and 18 March 2010 (the Charge)**

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 to any Finance Party
under each Finance Document to which an Obligor is
a party, except for any obligations which, if it
were so included, would result in the Charge
contravening Section 678 or 679 of the Companies
Act 2006 (the Secured Liabilities).**

Please see paper apart for definitions.

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

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5 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 as agent and trustee
Address	for the Finance Parties (the Security Agent), 36 St Andrew Square, Edinburgh
Postcode	E H 2 2 Y B
Name	
Address	
Postcode	

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

6 Short particulars of all the property charged	
	Please give the short particulars of the property charged.
Short particulars	A floating charge over 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)

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 ¹

In the event that the Chargor grants any Security after its execution of the Charge in breach of Clause 4 of the Charge the floating charge created by Clause 2.3 of the Charge shall, subject to Section 464(2) of the Companies Act 1985 rank in priority to any such Security.

The Chargor may not:

1. create or permit to subsist any Security on any Security Asset; or
2. sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Credit Agreement. (please see paper apart for definitions)

¹ 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.

8

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 ²

Please sign the form here.

Signature

Signature

X  X

² Signature

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

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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 or email 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

This is the paper apart referred to in the foregoing MG01s relative to a bond and floating charge by Affinity Hospitals Holding Limited in favour of The Royal Bank of Scotland plc as Security Agent dated 17 and 18 March 2010.

In the foregoing MG01s, the following terms have the following meanings:

Acquisition Facility Borrower means Priory New Investments No.3 Limited or any Additional Acquisition Facility Borrower as defined in 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.

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 (each as defined in the Credit Agreement).

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

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

Borrower means Priory New Investments No.3 Limited, 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.

Credit Agreement means the senior facilities agreement dated on or around 13 January 2010 between (among others) Priory New Investments No. 2 Limited as the Parent, Priory New Investments No. 3 Limited as the Company and the Security Agent.

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, except the term Credit Agreement which is defined above) and any other document designated as a "Finance Document" by the Facility Agent and the Parent (each as defined in the Credit Agreement).

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

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.

Lender means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (Changes to the Lenders) of the Credit Agreement,

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

Obligor means a Borrower or a Guarantor

Original Guarantor means Priory New Investments No.2 Limited and Priory New Investments No.3 Limited.

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.

Revolving Facility Borrower means Priory New Investments No.3 Limited or, in respect of an Ancillary Facility only, any Affiliate of Priory New Investments No.3 Limited 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.

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.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 196089

CHARGE NO. 6

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 6 APRIL 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES