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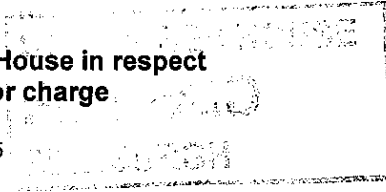
CHFP000

COMPANIES FORM No. 410 (Scot)

Particulars of a charge created by a company registered in Scotland

410

A fee of £10 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 of the Companies Act 1985

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

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

Company Number
SC196089

For official use

5

* insert full name of company

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)

Debenture

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):

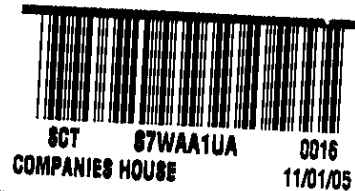
**Burness LLP
50 Lothian Road
Festival Square
Edinburgh
EH3 9WJ**

Ref: **IGB/WRA/1/21 (826559)**

Tel: **0131 473 6000**

For official use:
Charges Section

Post room



Short particulars of all the property charged.

Please do not write in this margin

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 6)

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;

“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 composite debenture and guarantee 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;

“Collections Account” means the account at the Bank, in the name of the Chargor, or such other specially designated accounts as the Security Trustee may from time to time direct, together with all additions to or renewals or replacements thereof (in whatever currency);

“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;

“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 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;

“Intellectual Property Rights” means the Chargor’s present and future inventions, know-how, patents, trademarks, service marks, designs, business names, confidential information, computer software, computer programmes and systems, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing, in each case whether registered or not, and shall include (without limitation) applications for registrations and all materials in respect of the foregoing;

“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 amongst others 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;

“Principal Securities” means the rights and securities described in paragraphs 1(e)(i) to (iii) inclusive in Paper Apart 2 below;

“Prior Security” means all and any Security Interest securing the Financial Facilities;

“Receivables” means:

- (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies relating to any of the above including, without limitation, claims for damages and other remedies for non-payment, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security Interests, reservation of property rights, rights of tracing and unpaid vendor’s liens and similar and associated rights; and
- (c) all proceeds of any of the above;

“Schedule” means:

The Schedule

The Property (paragraph 1(a) Paper Apart 2 below)

None

“Secured Assets” means the undertaking and all property and assets of the Chargor both present and future including heritable property and all other property and assets in Scotland;

“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 Investors on any account whatsoever including without limitation under the DDBs, the Counter-indemnity, the Investment Agreement and under the Charge and owed by the Chargor to the Managers 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;

“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

Subject to the terms of the Prior Security and the InterCreditor Agreement, the Chargor with full title guarantee charges with the payment of the Secured Liabilities and so that the charge hereby created shall be a continuing security:

- 1 as a fixed charge (and, in the case of the assets charged under paragraph 1(a) below, a charge by way of legal mortgage):
 - (a) the present and future estates and interests in the freehold and leasehold property (if any) of the Chargor, including the properties (if any) specified in the Schedule;
 - (b) all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on the property charged under paragraph 1(a) above. For this purpose plant and machinery shall be deemed to be fixed:
 - (i) if it rests upon the property and cannot be lifted and removed from it without the use of lifting equipment; or
 - (ii) if the plant and machinery is annexed by any means to the property and notwithstanding that:

- (A) it may be removed from it without occasioning any material damage thereto;
 - (B) it would as between a landlord and his tenant constitute a tenant's or trade fixture which (subject to any express term of the tenancy to the contrary) such tenant would be entitled to remove on the termination of the tenancy;
 - (C) it would as between a seller and buyer be a chattel which (subject to any express provision of the contract between them to the contrary) the seller would be entitled to remove prior to completion;
 - (D) it was annexed to the property by the Chargor for the purpose of its enjoyment as a chattel; or
- (iii) if it has at any time been treated as fixed plant and machinery in any balance sheet of the Chargor,

provided that tenants' fixtures will be charged only if and to the extent the Chargor can do so;

- (c) all its right, title, interest and benefit in and to the Collections Account, all monies standing to the credit of the Collections Account, all interest accrued on monies standing to the credit of the Collections Account and all rights of the Chargor to the repayment of any of the above;
- (d) all the Receivables;
- (e)
 - (i) all present and future stocks, shares and other interests of the Chargor including loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor; and
 - (ii) the full benefit of all stocks, shares and securities (in which the Chargor has any beneficial interest) which or the certificates of which are at any time lodged with the Security Trustee or held by it or its agents or transferred to or registered in its name or in the name of its agents or nominees; and
 - (iii) all rights in respect of or incidental to the securities described at paragraphs 1(e)(i) and (ii) above; and
 - (iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference option or otherwise, to or in respect of any of the Principal Securities, including all dividends, interest and other income payable in connection with the Principal Securities;
- (f) the Intellectual Property Rights;
- (g) the goodwill and the uncalled capital of the Chargor both present and future; and

2 as a floating charge:

- (a) the undertaking and all property and assets of the Chargor both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland; and
- (b) the assets described in paragraph 1 above (if and insofar as either all or part of any fixed charge on such assets may for any reason be ineffective as a fixed charge, or any assets or part of an

asset may be released from a fixed charge either in writing by the Security Trustee or pursuant to the provisions of paragraphs 7(a) or (b) of Schedule 5 of the Charge.

Paper Apart 3

The Charge is entered into by the Chargor subject to the terms of the Prior Security and the Inter-Creditor Agreement.

The Chargor shall not without the prior written consent of the Security Trustee:

- 1 create or permit to subsist any Security Interest on the whole or any part of its present or future property, assets or revenues except for Permitted Security Interests; or
- 2 save as permitted by the Financial Facilities, in circumstances where the arrangement or transaction is entered into primarily as a method of raising debt or of financing the acquisition of an asset:
 - 2.1 sell or otherwise dispose of any of its assets on terms whereby they are or may be leased to or reacquired by it;
 - 2.2 sell or otherwise dispose of any of its receivables on recourse terms; or
 - 2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts.

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