

MG01s

Particulars of a charge created by a company registered in Scotland

COMPANIES HOUSE
FEE PAID
EDINBURGH

Oyez

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

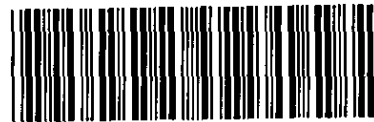
You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to reg-
ister particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland.
If this, please use form MG01.

TUESDAY



S0Z3B06Z

SCT

12/10/2010

842

COMPANIES HOUSE

Company details

Company number

S C 1 8 6 6 6 7

Company name in full

RBNH Limited ("the **Chargor**")

For official use

Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

Date of creation of charge

Date of creation

28 10 2010

Description

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

Description

Floating charge between the Chargor and Banco Santander SA as security
trustee for the Secured Parties. ("the **Charge**")

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 Secured Party
under or pursuant to each Finance Document together
with all costs, charges and expenses incurred by
any Secured Party in connection with the
protection, preservation or enforcement of its
respective rights under the Finance Documents
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 or any
other applicable law.

Please see 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.

Continuation page

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

Name

Banco Santander SA as security trustee

Address

London Branch ("the **Security Agent**")

2 Triton Square, Regent's Place, London

Postcode

N W 1 3 A N

Name

Address

Postcode

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

The whole of the property (including uncalled capital) which is or may be from time to time while this Charge is in force comprised in the property and undertaking of the Chargor. ("the **Security Assets**")

The floating charge created by Subclause 2.3 of the Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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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

The Chargor may not create or permit to subsist any Security on any Security Asset except as expressly allowed under the terms of the Facilities Agreement or the Intercreditor Agreement

In the event that the Chargor grants any Security after its execution of this Charge in breach of Clause 5 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.

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.

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

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.

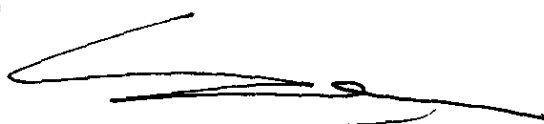
Signature ②

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

Matthew Pinnons

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

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
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 a paper apart to the foregoing MG01(S) form relative to a floating charge between RBNH Limited and Banco Santander SA London Branch as Security Agent dated 28 and 30 September 2010.

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the Facilities Agreement.

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement.

Agent means Banco Santander SA, London Branch as agent of the other Finance Parties.

Arranger means Santander UK Plc and Cooperative Bank Plc as mandated lead arrangers whether acting individually or together.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Facilities Agreement.

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

Facilities Agreement means the term loan and revolving credit facilities agreement dated on or around the date of the charge between the Parent, each of the subsidiaries of the Parent listed in Part I of Schedule 1 of the Facilities Agreement as original obligors, Santander UK plc as mandated lead arranger, the financial institutions listed in Part II and Part III of Schedule 1 of the Facilities Agreement as original lenders, the persons listed in Part IV of Schedule 1 of the Facilities Agreement as original hedge counterparties, Banco Santander SA, London Branch as agent, and the Security Agent.

Fee Letter means:

(a) any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 14 (Fees) of the Facilities Agreement;

and

(b) any agreement setting out fees payable to a Finance Party referred to in Clause 14.5 (Interest, commission and fees) of the Facilities Agreement or under any other Finance Document.

Finance Document means the Facilities Agreement, the Working Capital Facility Letter, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the RBS Indemnity, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent provided that

where the term Finance Document is used in, and construed for the purposes, of the Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement, the RBS Indemnity and the RBS Counter-indemnity shall be a Finance Document only for the purposes of:

- (a) the definition of Material Adverse Effect (as defined in the Facilities Agreement);
- (b) paragraph (a) of the definition of Permitted Transaction (as defined in the Facilities Agreement);
- (c) the definition of Transaction Document (as defined in the Facilities Agreement);
- (d) the definition of Transaction Security Document;
- (e) Clause 1.2.1(d) (Construction) of the Facilities Agreement;
- (f) Clause 20 (Guarantee and Indemnity) of the Facilities Agreement; and
- (g) Clause 26 (Events of Default) (other than Clause 26.16.2 (Repudiation and rescission of agreements) of the Facilities Agreement and Clause 26.24 (Acceleration) of the Facilities Agreement).

Finance Party means the Agent, the Arranger, the Security Agent, a Lender (as defined in the Facilities Agreement), the Working Capital Lender, the RBS Indemnifier or any Hedge Counterparty provided that where the term Finance Party is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, the RBS Indemnifier and a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of Secured Parties;
- (b) Clause 1.2.1(a) (Construction) of the Facilities Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect (as defined in the Facilities Agreement);
- (d) Clause 20 (Guarantee and Indemnity) of the Facilities Agreement; and
- (e) Clause 31 (Conduct of business by the Finance Parties) of the Facilities Agreement.

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 29 (Changes to the Obligors) of the Facilities Agreement.

Hedging Agreement means the Hedging Novation Agreement and any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged.

Hedge Counterparty means:

- (a) any Original Hedge Counterparty; and
- (b) any person which has become a party to the Facilities Agreement as a Hedge Counterparty in accordance with Clause 27.8 (Accession of Hedge Counterparties) of the Facilities Agreement

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Letter means the letter dated on or before the date of the Facilities Agreement and made between the Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Term Facility.

Hedging Novation Agreement means the ISDA novation agreement among the Parent as the remaining party, The Royal Bank of Scotland plc as the transferor and

Santander UK plc as the transferee dated on or around the date of the Facilities Agreement.

Intercreditor Agreement means the Intercreditor Agreement dated the same date as the Facilities Agreement and made between, among others, the Parent, the Debtors (as defined in the Intercreditor Agreement), Banco Santander SA, London Branch as Security Agent, Banco Santander SA, London Branch as agent, the Lenders, the Arranger, the Working Capital Lender, the Hedge Counterparties, the Investor, Bank of Scotland plc and the Intra-Group Lenders (as defined therein).

Obligor means a Borrower or a Guarantor.

Original Borrower means Balhousie Holdings Limited, a company registered in Scotland (company number SC278485) having its registered office at Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD

Original Guarantor means:

Balhousie Care Limited (Company Number SC166652)
 Dalnaglar Care Homes Limited (Company Number SC308339)
 Glencare (Scotland) Limited (Company Number SC096630)
 Alastrean Care Limited (Company Number SC278484)
 Antiquary Court (Arbroath) Limited (Company Number SC164933)
 Faskally Care Home Limited (Company Number SC301531)
 Balhousie Luncarty Care Home Limited (Company Number SC244500)
 Glens Care Management Limited (Company Number SC190638)
 Monkbarns House Limited (Company Number SC102737)
 Moyness Nursing Home Limited (Company Number SC160574)
 RBNH Limited (Company Number SC186667)

Original Hedge Counterparty has the meaning given to the term "Original Hedge Counterparty" in the Facilities Agreement.

Original Investor means Anthony Roiall Banks.

Parent means Balhousie Holdings Limited, a company registered in Scotland (company number SC278485) having its registered office at Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD

RBS Counter-indemnity means the counter-indemnity by each Obligor in favour of the RBS Indemnifier in respect of the RBS Indemnity.

RBS Indemnifier means Santander UK plc.

RBS Indemnity means the indemnity by the RBS Indemnifier in favour of The Royal Bank of Scotland plc dated on or around the date hereof in consideration for The Royal Bank of Scotland plc (amongst other things) continuing to accept for payment any cheques, standing orders, card payments, direct debit or credit instructions in respect of the Group.

Receiver means a receiver or administrative receiver of the whole or any part of the Charged Property.

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facilities Agreement.

Secured Parties means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

Security means a mortgage, standard security, charge, pledge, lien, collateral warranty, step-in rights, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

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

Term Facility means the term loan facility made available under the Facilities Agreement as described in Clause 2.1.1(a) (The Facilities) of the Facilities Agreement.

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 3.7 of Part I of Schedule 2 (Conditions Precedent) of the Facilities Agreement, any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (Conditions Precedent) of the Facilities Agreement, any document required to be delivered to the Agent under paragraph 5.8 of Part III of Schedule 2 (Conditions Precedent) of the Facilities Agreement, any document required to be delivered to the Agent under paragraph 10 of Part IV of Schedule 2 (Conditions Precedent) of the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Utilisation Request means a notice substantially in the relevant form set out in Part I of Schedule 3 (Requests and Notices) of the Facilities Agreement.

Working Capital Facility Letter means the overdraft facility letter from Santander UK plc to the Borrowers dated on or around the date hereof in respect of the Working Capital Facility.

Working Capital Lender means Santander UK Plc



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 186667
CHARGE NO. 9

I HEREBY CERTIFY THAT A CHARGE CREATED BY RBNH
LIMITED

ON 28 SEPTEMBER 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANCO SANTANDER SA

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 12 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 OCTOBER 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES