

M

CHFP041

COMPANIES FORM No. 466(Scot)

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

466

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

COMPANIES HOUSE
FEE PAID
EDINBURGH

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number

9

SC186667

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

Name of company

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

* insert full name
of company

Date of creation of the charge (note 1)

28/09/10

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

Floating Charge ("the **Charge**")

Names of the persons entitled to the charge

Banco Santander SA, London Branch as security trustee for the Secured
Parties ("the **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.

Presenter's name address and
reference (if any):

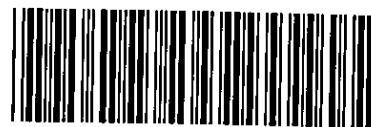
Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
MP/SAG/CLP/BAN59.3

For official use (05/2009)

Charges Section

Post room

THURSDAY



SCT

S0PTB08H

14/10/2010

26

COMPANIES HOUSE

Names and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not
write in
this margin

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

Please see paper apart part I for names and addresses.

Date(s) of execution of the instrument of alteration

30/09/10

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

Please see paper apart part II for provisions and part III for definitions.

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

Please do not
write in
this margin

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

1. RANKING AND PRIORITY

1.1 Primary Creditor Liabilities

Each of the Parties agrees that the Liabilities owed by the Debtors to the Primary Creditors shall rank in right and priority of payment in the following order and are postponed and subordinated to any prior ranking Liabilities as follows:

(a) first, the Senior Lender Liabilities, the Hedging Liabilities and the Working Capital Liabilities *pari passu* and without any preference between them; and

(b) second, the Lloyds Liabilities.

1.2 Transaction Security and Lloyds Floating Charges

(a) Each of the Parties agrees that the Transaction Security shall rank and secure the Senior Lender Liabilities, the Hedging Liabilities and the Working Capital Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in on a *pari passu* basis and without any preference between them.

(b) Each of the Parties agrees that the Lloyds Floating Charges shall secure the Lloyds Liabilities.

(c) Notwithstanding the respective dates of creation or registration or any provisions as to ranking contained therein, the Transaction Security and the Lloyds Floating Charges shall rank *inter se* in point of security in the following order of priority:

(i) first the Transaction Security for all sums secured thereby; and

(ii) then, the Lloyds Floating Charges for the Lloyds Facilities.

(d) The ranking and priority set out in paragraph (c) above shall take effect notwithstanding any of the following:

(i) the nature of the Security created by the Transaction Security Documents and Lloyds Floating Charges and the dates of execution and registration of any of them;

(ii) any provision contained in any of the Transaction Security Documents or the Lloyds Floating Charges;

(iii) the date or dates on which monies have been or may be advanced or become due, owing or payable under the Transaction Security Documents and/or the Lloyds Floating Charges;

(iv) any fluctuation from time to time in the amounts secured by the Transaction Security Documents and/or the Lloyds Floating Charges including any reduction of those amounts to nil;

(v) the granting of time or any other indulgence to any Debtor or any other person or the release, compounding or otherwise dealing with any Debtor or any other person;

(vi) the provisions of Sections 464 and 466 of the Companies Act 1985, the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 or any other rule of law which might operate to the contrary.

1.3 Subordinated and Intra Group Liabilities

(a) Each of the Parties agrees that the Subordinated Liabilities and the Intra Group Liabilities are postponed and subordinated to the Liabilities owed by the Debtors to the Primary Creditors.

(b) The Intercreditor Agreement does not purport to rank any of the Subordinated Liabilities or the Intra Group Liabilities as between themselves.

Please see paper apart part III for definitions.

Continued Over

COM466/3

N/A

*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)*

Signed

David M. C. S. W.

Date *16* /10/2010

On behalf of [company] [chargee] †

† delete as
appropriate

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, RBNH Limited and Banco Santander SA, London Branch as Security Agent dated 28 September 2010

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

Intercreditor Agreement Dated 30 September 2010

Balhousie Holdings Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus, Scotland, DD8 2AD as an Original Debtor and an Intra-Group Lender.

Balhousie Care Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD, as an Original Debtor and an Intra-Group Lender.

Dalnaglar Care Homes Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Glencare (Scotland) Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Alastrean Care Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Antiquary Court (Arbroath) Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Balhousie Luncarty Care Home Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Faskally Care Home Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Glens Care Management Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Monkbarns House Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Moyness Nursing Home Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

RBNH Limited, Eastbourne House, 3 Little Causeway, Forfar, Angus DD8 2AD as an Original Debtor and an Intra-Group Lender.

Banco Santander SA, London Branch 2 Triton Square, Regent's Place, London NW1 3AN as the Security Agent and the Agent.

Santander UK Plc, 298 Deansgate, Manchester, M3 4HH as a Senior Lender, a Senior Arranger, the Working Capital Lender and a Hedge Counterparty.

The Co-operative Bank Plc, Glasgow Corporate Centre, 206 St Vincent Street Glasgow G2 5SG as a Senior Lender, a Hedge Counterparty and a Senior Arranger.

Bank of Scotland Plc, The Mound, Edinburgh EH1 1YZ as the Lloyds Lender.

Anthony Rioall Banks residing at Platten, 57 Brechin Road, Kirriemuir, DD8 4DE as the Investor.

PART II - 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. Security: Lenders

The Lenders may take, accept or receive the benefit of:

- a) any Security in respect of the Senior Lender Liabilities in addition to the Common Transaction Security if and to the extent legally possible, at the same time it is also offered either:

- i. to the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or
- ii. in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties:
 - (A) to the other Secured Parties in respect of their Liabilities; or
 - (B) to the Security Agent under a parallel debt structure for the benefit of the other Secured Parties

and ranks in the same order of priority as that contemplated in Clause 2.2. (*Transaction Security*) of the Intercreditor Agreement; and

- b) any guarantee, indemnity or other assurance against loss in respect of the Senior Lender Liabilities in addition to those in:
 - i. the original form of Facilities Agreement;
 - ii. the Intercreditor Agreement; or
 - iii. any Common Assurance,

if and to the extent legally possible, at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 2 (*Ranking and Priority*) of the Intercreditor Agreement.

2. Security: Working Capital Lender

The Working Capital Lender will not, unless the prior consent of the Majority Senior Creditors is obtained, take, accept or receive from any member of the Group the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of any of the Liabilities owed to it other than:

- a) the Common Transaction Security;
- b) as otherwise contemplated by Clause 3.4 of the Intercreditor Agreement.
- c) each guarantee, indemnity or other assurance against loss contained in:
 - i. the original form of the Working Capital Facility Letter;
 - ii. the Working Capital Indemnity;
 - iii. the Working Capital Counter-indemnity;
 - iv. the Intercreditor Agreement; or
 - v. any Common Assurance;
- d) indemnities and assurances against loss contained no greater in extent than any of those referred to in paragraph (b) above;
- e) any Security, guarantee, indemnity or other assurance against loss giving effect to, or arising as a result of the effect of, any netting or set-off arrangement relating to the Working Capital Facility for the purpose of netting debit and credit balances arising under the Working Capital Facility.

3 Security: Hedge Counterparties

The Hedge Counterparties may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss from any member of the Group in respect of the Hedging Liabilities other than:

- a) the Common Transaction Security;
- b) any guarantee, indemnity or other assurance against loss contained in:
 - i. the original form of Facilities Agreement;
 - ii. the Intercreditor Agreement;
 - iii. any Common Assurance; or
 - iv. the relevant Hedging Agreement no greater in extent than any of those referred to in paragraphs (i) to (iii) above;

- c) as otherwise contemplated by Clause 3.4 (*Security: Lenders*) of the Intercreditor Agreement; and
- d) the indemnities contained in the ISDA Master Agreements (in the case of a Hedging Agreement which is based on an ISDA Master Agreement) or any indemnities which are similar in meaning and effect to those indemnities (in the case of a Hedging Agreement which is not based on an ISDA Master Agreement).

4. Security: Lloyds Lender

At any time prior to the Senior Discharge Date, the Lloyds Lender may not take, accept or receive from any member of the Group the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of the Lloyds Liabilities other than the Lloyds Floating Charges unless the prior consent of the Majority Senior Creditors is obtained.

5. Security: Intra-Group Lenders

Prior to the Senior Discharge Date, the Intra-Group Lenders may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of the Intra-Group Liabilities unless:

- a) that Security, guarantee, indemnity or other assurance against loss is expressly permitted under the terms of the Facilities Agreement; or
- b) prior to the Senior Discharge Date, the prior consent of the Majority Senior Creditors is obtained; or
- c) the Senior Discharge Date has occurred.

6. Security: Subordinated Creditor

The Subordinated Creditor may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss from any member of the Group in respect of any of the Subordinated Liabilities prior to the Senior Discharge Date.

Part III DEFINITIONS

1992 ISDA Master Agreement means the Master Agreement (Multicurrency Cross Border) as published by the International Swaps and Derivatives Association, Inc.

2002 ISDA Master Agreement means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.

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

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

Borrower has the meaning given to the term "Borrower" in the Facilities Agreement.

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

Commitment has the meaning given to the term "Commitment" in the Facilities Agreement.

Common Assurance means any guarantee, indemnity or other assurance against loss in respect of any of the Liabilities, the benefit of which (however conferred) is, to the extent legally possible given to all the Secured Parties in respect of their Liabilities.

Common Transaction Security means any Transaction Security which to the extent legally possible:

- (a) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or
- (b) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of:
 - (i) all the Secured Parties in respect of their Liabilities; or
 - (ii) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties

and which ranks in the order of priority contemplated in Clause 2.2 (*Transaction Security*) of the Intercreditor Agreement.

Creditors means the Lenders, the Hedge Counterparties, the Working Capital Lender, the Lloyds Lender and the Intra-Group Lenders.

Debt Document means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, the Lloyds Documents, the Lloyds Floating Charges and any document evidencing the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent.

Debtor means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement.

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

Facilities Agreement means the facilities agreement made between the Parent, the Lenders and others dated 30 September 2010.

Finance Documents has the meaning given to the term "Finance Documents" in the Facilities Agreement.

Group has the meaning given to the term "Group" in the Facilities Agreement.

Hedge Counterparty means:

- (a) any person which is named on the signing pages of the Intercreditor Agreements as a Hedge Counterparty and;
- (b) any person which becomes Party as a Hedge Counterparty pursuant to Clause 17.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement,

which, in each case, is or has become party to the Facilities Agreement as a Hedge Counterparty.

Hedging Agreement means any agreement entered into by a Hedge Counterparty and defined as such in the Facilities Agreement.

Hedging Liabilities means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements.

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, Lloyds Lender and the Intra-Group Lenders.

Intra-Group Lenders means each member of the Group (other than the Parent) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement.

Intra-Group Liabilities means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders.

ISDA Master Agreement means a 1992 ISDA Master Agreement or a 2002 ISDA Master Agreement.

Investor means Anthony Rioall Banks residing at Platten, 57 Brechin Road, Kirriemuir, DD8 4DE.

Lenders means each Lender (as defined in the Facilities Agreement).

Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor or to any Subordinated Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (c) any refinancing, novation, deferral or extension;
- (d) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (e) any claim for damages or restitution; and

- (f) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

Lloyds Document means any document evidencing or constituting the Lloyds Liabilities and "Lloyds Documents" shall be construed accordingly.

Lloyds Facilities means the "Lloyds Facilities" as defined in the Facilities Agreement.

Lloyds Floating Charges means:

- (a) the second ranking floating charge to be granted by the Parent;
- (b) the second ranking floating charge to be granted by Balhousie Care Limited;
- (c) the second ranking floating charge to be granted by Glencare (Scotland) Limited;
- (d) the second ranking floating charge to be granted by Dalnaglar Care Homes Limited; and
- (e) the second ranking floating charge to be granted by Faskally Care Home Limited,

each in favour of Bank of Scotland Plc in respect of all sums due in relation to the Lloyds Facilities.

Lloyds Lender means Bank of Scotland Plc.

Lloyds Liabilities means the Liabilities owed by any Debtor to the Lloyds Lender under or in connection with the Lloyds Facilities.

Majority Senior Creditors means:

- (a) at any time when the only two Lenders are Santander UK plc and The Co-operative Bank plc, both of those Lenders; and
- (b) at any other time, those Senior Creditors whose Senior Credit Participations at that time aggregate more than 70 per cent. of the total Senior Credit Participations at that time.

Original Debtor means the Subsidiaries of the Parent named on the signing pages of the Intercreditor Agreement as Debtors (together with the Parent).

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.

Party means a party to the Intercreditor Agreement.

Payment means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

Primary Creditors means the Senior Creditors and the Lloyds Lender.

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

Secured Obligations means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

Secured Parties means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Senior Creditors from time to time but, in the case of each Agent, Arranger or Senior Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 17.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement.

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

Security Documents means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

Senior Arranger means Santander UK Plc, 298 Deansgate, Manchester, M3 4HH and The Co-operative Bank plc, Glasgow Corporate Centre, 206 St Vincent Street, Glasgow G2 5SG.

Senior Creditors means the Lenders, the Hedge Counterparties and the Working Capital Lender.

Senior Credit Participation means, in relation to a Senior Creditor, the aggregate of:

- (a) its aggregate Commitments, if any and where a Lender is also a Working Capital Lender its Working Capital Commitment; and
- (b) in respect of any hedging transaction of that Senior Creditor under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Intercreditor Agreement, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Senior Creditor and as calculated in accordance with the relevant Hedging Agreement); and

- (c) after the Senior Lender Discharge Date only, in respect of any hedging transaction of that Senior Creditor under any Hedging Agreement that has, as of the date the calculation is made, not been terminated or closed out:
 - (i) if the relevant Hedging Agreement is based on an ISDA Master Agreement the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or
 - (ii) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

that amount, in each case, to be certified by the relevant Senior Creditor and as calculated in accordance with the relevant Hedging Agreement.

Senior Discharge Date means the first date on which all Senior Liabilities have been fully and finally discharged to the satisfaction of the Agent (in the case of the Senior Lender Liabilities), the Working Capital Lender (in the case of the Working Capital Liabilities) and each Hedge Counterparty (in the case of its Hedging Liabilities), whether or not as the result of an enforcement, and the Senior Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents.

Senior Lender Discharge Date means the first date on which all Senior Lender Liabilities have been fully and finally discharged to the satisfaction of the Agent, whether or not as the result of an enforcement, and the Senior Lenders are under no further obligation to provide financial accommodation to any of the Debtors under any of the Debt Documents.

Senior Lender Liabilities means the Liabilities owed by the Debtors to the Senior Lenders under the Finance Documents.

Senior Lenders means Santander UK Plc and the Co-Operative Bank Plc.

Senior Liabilities means the Senior Lender Liabilities, the Working Capital Liabilities and the Hedging Liabilities.

Subordinated Creditor means the Investor (as defined in the Facilities Agreement).

Subordinated Liabilities means the Liabilities owed to the Subordinated Creditor by the Parent under the Shareholder Loan Agreement, as that term is defined in the Facilities Agreement.

Transaction Security means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

Transaction Security Documents has the meaning given to the term "Transaction Security Documents" in the Facilities Agreement.

Working Capital Commitment means the "Working Capital Commitment" as defined in the Facilities Agreement.

Working Capital Counter-indemnity has the meaning given to "Working Capital Counter-indemnity" in the Facilities Agreement.

Working Capital Facility has the meaning given to the term "Working Capital Facility" in the Facilities Agreement.

Working Capital Facility Letter has the meaning given to the term "Working Capital Facility Letter" in the Facilities Agreement.

Working Capital Indemnity has the meaning given to "Working Capital Indemnity" in the Facilities Agreement.

Working Capital Lender means Santander UK Plc.

Working Capital Liabilities means the Liabilities owed by the Debtors to the Working Capital Lender under the Finance Documents.



FILE COPY

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

COMPANY NO. 186667

CHARGE NO. 9

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 30 SEPTEMBER 2010

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 14 OCTOBER 2010

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 28
SEPTEMBER 2010

BY RBNH LIMITED

IN FAVOUR OF
BANCO SANTANDER SA

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 OCTOBER 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES