

# M

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

CHFP025

Please do not  
write in this  
margin

A fee of £10 is payable to Companies House in  
respect of each register entry for a mortgage or  
charge

Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

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

113

SC196869 SC196089

Name of company

HEALTHCARE SCOTLAND LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge (note 1)

24 DECEMBER 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

BOND AND FLOATING CHARGE

Amount secured by the charge

In security for the payment and discharge of the Secured Obligations, the Company grants a floating charge over the Secured Assets in favour of the Royal Bank of Scotland plc.

Please see paper apart for definitions.

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, EH2 2YB

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

DLA Piper Rudnick Gray Cary  
Rutland Square  
EDINBURGH  
EH1 2AA

For official use  
Charges Section

Post room



Short particulars of all the property charged.

Please do not  
write in  
this margin

The whole of the property (including uncalled capital) which is or may from time to time, while the floating charge is in force, be comprised in the property and undertaking of the Company.

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)

Save as permitted by the terms of the Financing Documents or otherwise agreed in writing by the Royal Bank of Scotland plc, and subject to Section 464(2) of the Companies Act 1985, the Company may not create any fixed security or other floating charge over any part of the Secured Assets after its execution of the floating charge.

This floating charge shall rank in priority to any fixed security or other floating charge created by the Company after its execution of the floating charge.

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 5)

Signed DLA Piper Rudnick Gray Cary Scotland LLP

Date 7th January 2005

On behalf of ~~company~~ chargee <sup>†</sup>

#### 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 or 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 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 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 Terrace  
Edinburgh EH1 2EB

† delete as  
appropriate

## **Paper apart 1 - definitions**

**"Financing Documents"** means the Finance Documents (as defined in the Senior Financing Documents), the Senior Mezzanine Finance Documents (as defined in the Senior Mezzanine Facility Agreement) and the Junior Mezzanine Finance Documents (as defined in the Junior Mezzanine Facility Agreement);

**"Junior Mezzanine Facility Agreement"** means the junior mezzanine facility agreement dated on or about the date hereof and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Junior Mezzanine Guarantors, (4) RBS Mezzanine Limited as Junior Mezzanine Arranger, (5) the Original Junior Mezzanine Lenders as defined therein, (6) RBS Mezzanine Limited as Junior Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Agent as the same may be amended, supplemented, novated or restated from time to time;

**"Secured Assets"** means the whole of the property (including uncalled capital) which is or may from time to time, while this floating charge is in force, be comprised in the property and undertaking of the Company;

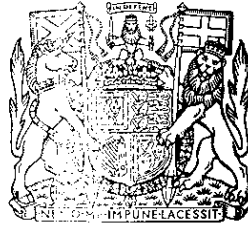
**"Secured Obligations"** means all monies, indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any member of the Group whether actually or contingently, whether pursuant to a guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any member of the Group in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which may in the course of their business charge in respect of the Financing Documents **provided** that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, this Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

**"Security Beneficiaries"** means together each of the Finance Parties (as defined in the Senior Financing Documents) the Senior Mezzanine Finance Parties (as defined in the Senior

Mezzanine Facility Agreement), the Junior Mezzanine Finance Parties (as defined in the Junior Mezzanine Facility Agreement) and their successors, assignees or transferees (each a **"Security Beneficiary"**);

**"Senior Facilities Agreement"** means the senior credit facilities agreement dated on or about the date hereof and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Borrowers, (4) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Guarantors, (5) The Royal Bank of Scotland plc as Mandated Lead Arranger, (6) the Original Lenders as defined therein, (7) The Royal Bank of Scotland plc as Issuing Lender and (8) The Royal Bank of Scotland plc as Facility Agent and Security Agent as the same may be amended, supplemented, novated or restated from time to time; and

**"Senior Mezzanine Facility Agreement"** means the senior mezzanine facility agreement dated on or about the date hereof and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Senior Mezzanine Guarantors, (4) RBS Mezzanine Limited as Senior Mezzanine Arranger, (5) the Original Senior Mezzanine Lenders as defined therein, (6) RBS Mezzanine Limited as Senior Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Agent as the same may be amended, supplemented, novated or restated from time to time;



## **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 THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 8 JANUARY 2005 given at Companies House, Edinburgh  
12 JANUARY 2005



**C O M P A N I E S   H O U S E**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES