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COMPANIES FORM No 466(Scot)

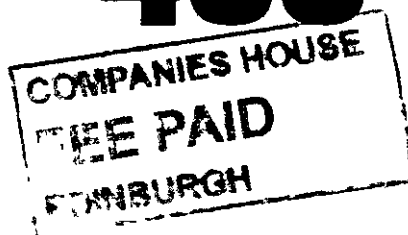
Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

CHFP025

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



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

112

SC224907

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

Name of company

* Affinity Hospitals Group Limited (the "**Company**")

Date of creation of the charge (note 1)

24 December 2004

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 charge

The Royal Bank of Scotland plc (Registered Number SC 090312) having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB as security agent for the Security Beneficiaries (in such capacity, the "**Security Agent**")

Please see Paper Apart, Part 1 for definitions

Short particulars of all the property charged

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

Presenter's name address and reference (if any)

DLA Piper Scotland LLP
Rutland Square
EDINBURGH
EH1 2AA

DX ED271 Edinburgh

For official use (06/2005)

Charges Section

THURSDAY



SSLU840B

SCT

16/10/2008

512

COMPANIES HOUSE

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

Please see Paper Apart, Part 2

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this margin*

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

Date(s) of execution of the instrument of alteration

2 October 2008

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 Until the Senior Discharge Date, the Company shall not, notwithstanding any provisions of the Senior Mezzanine Documents, the Junior Mezzanine Documents, the Investment Documents or the Intra Group Debt Documents create or permit to subsist any Security or any guarantee, other than as permitted under the Security Documents, the Senior Facilities Agreement and/or the Senior Mezzanine Facility Agreement and/or the Junior Mezzanine Facility Agreement
- 2 After the Senior Discharge Date but prior to the Senior Mezzanine Discharge Date, the Company shall not, notwithstanding any provisions of the Junior Mezzanine Documents, the Investment Documents or the Intra Group Debt Documents create or permit to subsist any Security or guarantee other than as permitted under the Security Documents and/or the Investor Security Documents and/or the Senior Mezzanine Facility Agreement
- 3 After the Senior Mezzanine Discharge Date but prior to the Junior Mezzanine Discharge Date, the Company shall not, notwithstanding any provisions of the Investment Documents or the Intra Group Debt Documents create or permit to subsist any Security or guarantee other than as permitted under the Security Documents and/or the Investor Security Documents and/or the Junior Mezzanine Facility Agreement

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

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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 complete
legibly, preferably
in black type or
bold block lettering

1 All existing and future security conferred by the Security Documents on the Senior Lenders in respect of the Senior Debt will secure all of the Priority Senior Debt in priority to the Senior Mezzanine Debt and the Junior Mezzanine Debt, regardless of the date upon which the Priority Senior Debt arises, regardless of whether the Senior Lenders are or were obliged to advance monies included in the Priority Senior Debt and regardless of any fluctuations in the amount of Priority Senior Debt outstanding or any intermediate discharge of the Priority Senior Debt or the Senior Debt (as the case may be) in whole or in part

2 All existing and future security conferred by the Security Documents on the Senior Mezzanine Lenders in respect of the Senior Mezzanine Debt will secure the Senior Mezzanine Debt in priority to the Junior Mezzanine Debt and the Non Priority Senior Debt, regardless of the date upon which the Senior Mezzanine Debt arises, regardless of whether the Senior Mezzanine Lenders are or were obliged to advance monies included in the Senior Mezzanine Debt, and regardless of any fluctuations in the amount of the Senior Mezzanine Debt outstanding or any intermediate discharge of the Senior Mezzanine Debt in whole or part

3 All existing and future security conferred by the Security Documents on the Junior Mezzanine Lenders in respect of the Junior Mezzanine Debt will secure the Junior Mezzanine Debt in priority to the Non Priority Senior Debt, regardless of the date upon which the Junior Mezzanine Debt arises, regardless of whether the Junior Mezzanine Lenders are or were obliged to advance monies included in the Junior Mezzanine Debt, and regardless of any fluctuations in the amount of Junior Mezzanine Debt outstanding or any intermediate discharge of the Junior Mezzanine Debt in whole or part

4 The Senior Facility Agent, the Senior Lenders, the Senior Mezzanine Agent, the Senior Mezzanine Lenders, the Junior Mezzanine Agent, the Junior Mezzanine Lenders, the Investor Security Trustee, the Secured Investors and the Security Agent will co operate with a view to reflecting the priority of the security conferred by the Security Documents and the Investor Security Documents in any register or with any filing or registration authority and in giving notice to insurers, debtors liable for receivables covered by the security conferred by the Security Documents and the Investor Security Documents and other persons

5 Until the Senior Discharge Date, the Security Agent on behalf of the Senior Lenders will be entitled to (but not obliged to) take the deposit of any title deeds, share certificates or other title documents, certificates or paper in respect of any assets subject to the security conferred by the Security Documents and the Investor Security Documents in priority to the entitlement of the Senior Mezzanine Lenders, the Junior Mezzanine Lenders and the Secured Investors

6 After the Senior Discharge Date and until the Senior Mezzanine Discharge Date, the Security Agent on behalf of the Senior Mezzanine Lenders will be entitled to (but not obliged to) take the deposit of any title deeds, share certificates or other title documents, certificates or paper in respect of any assets subject to the security conferred by the Security Documents and the Investor Security Documents in priority to the entitlement of the Junior Mezzanine Lenders and the Secured Investors

7 After the Senior Mezzanine Discharge Date and until the Junior Mezzanine Discharge Date, the Security Agent on behalf of the Junior Mezzanine Lenders will be entitled to (but not obliged to) take the deposit of any title deeds, share certificates or other title documents, certificates or paper in respect of any assets subject to the security conferred by the Security Documents and the Investor Security Documents in priority of the entitlement of the Secured Investors

Continuation of the 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

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*A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)*

Signed DLA Piper Scotland LLP Date 16.10.08
On behalf of ~~XXXXXX~~ [chargee] †

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, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

**THIS IS THE PAPER APART TO THE FOREGOING COMPANIES HOUSE FORM 466 IN
RELATION TO PARTICULARS OF AN INSTRUMENT OF ALTERATION TO A
FLOATING CHARGE GRANTED BY AFFINITY HOSPITALS GROUP LIMITED IN
FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC DATED 24 DECEMBER 2004**

Part 1 Definitions

"DDB Instrument" means the instrument dated 24 December 2004 pursuant to which the DD Bonds are, or are to be, constituted,

"DD Bonds" means the discounted secured loan notes of Affinity Healthcare Limited (formerly Ingleby 1620 Limited) due 2013 issued under the DDB Instrument together with any other DD Bonds issued from time to time under the DDB Instrument,

"Finance Parties" has the meaning given to that term in the Senior Facility Agreement,

"Group" means the Parent and its Subsidiaries for the time being, each a "member of the Group",

"Intercreditor Deed" means the deed entered into on 24 December 2004 between, amongst others, the Obligors, the Security Agent, the Senior Lenders (as defined therein), the Senior Mezzanine Lenders, the Junior Mezzanine Lenders and the Investors regulating the priority and subordination of payments due and, where applicable, the enforcement of security as amended by an *Intercreditor Variation Deed* dated 2 October 2008,

"Intra Group Debt" means any money or liabilities now or in the future due, owing or incurred to any members of the Group by another member of the Group in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related costs, charges and expenses,

"Intra Group Debt Documents" means the agreements, arrangements and documents from time to time constituting the Intra Group Debt,

"Investment Documents" means the subscription and shareholders agreement dated on or around 24 December 2004 and entered into between, amongst others Affinity Healthcare Limited (formerly Ingleby 1620 Limited), the Parent and the Investors,

"Investor Secured Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any member of the Group to the Investors (or any of them) under the terms of the Investor Secured Debt Documents together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

"Investor Secured Debt Documents" means the DD Bonds and the DDB Instrument,

"Investor Security Documents" means

- (i) a composite guarantee and debenture dated 24 December 2004 given by Affinity Healthcare Limited (formerly Ingleby 1620 Limited) and others in favour of Duke Street Capital V Limited,
- (ii) a Security Trust Deed dated 24 December 2004 between inter alia Duke Street Capital V Limited and the Secured Investors,

(iii) a bond and floating charge dated 24 December 2004 between Affinity Hospitals Holdings Limited (formerly Healthcare Scotland Limited) and Duke Street Capital V Limited, and

(iv) a bond and floating charge dated 24 December 2004 between the Company (formerly Healthcare England Limited) and Duke Street Capital V Limited,

"Junior Mezzanine Arranger" has the meaning given to it in the Junior Mezzanine Facility Agreement,

"Junior Mezzanine Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities whether actual or contingent due, owing or incurred by any member of the Group to the Junior Mezzanine Lenders (or any of them) under the Junior Mezzanine Documents together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

"Junior Mezzanine Discharge Date" means the date as determined by the Junior Mezzanine Agent on which all Junior Mezzanine Debt has been fully and irrevocably paid or discharged to the satisfaction of the Junior Mezzanine Agent (acting reasonably) and the Junior Mezzanine Lenders are under no obligation (either actual or contingent) under the Junior Mezzanine Documents,

"Junior Mezzanine Documents" has the meaning given to Junior Mezzanine Finance Documents under the Junior Mezzanine Facility Agreement,

"Junior Mezzanine Facility Agreement" means the junior mezzanine facility agreement dated 24 December 2004 between amongst others (1) the Parent, (2) Affinity Healthcare Limited (formerly Ingleby 1620 Limited) as the Company, (3) the Junior Mezzanine Arranger (as defined therein), (4) the Junior Mezzanine Agent and (5) the Junior Mezzanine Lenders,

"Junior Mezzanine Finance Parties" has the meaning given to that term in the Junior Mezzanine Facility Agreement,

"Junior Mezzanine Lenders" means

- (i) any Original Junior Mezzanine Lender (as defined in the Intercreditor Deed), and
- (ii) any bank or financial institution, trust, fund or other entity which has become a party in accordance with clause 27 of the Junior Mezzanine Facility Agreement and entered into a deed of accession to the Intercreditor Deed,

which in each case has not ceased to be a party in accordance with the terms of the Junior Mezzanine Facility Agreement (and together the **"Junior Mezzanine Lenders"**),

"Non priority Senior Debt" has the meaning given to it in clause 33.6 of the Intercreditor Deed,

"Parent" means Affinity Healthcare Holdings Limited (formerly Ingleby 1640 Limited) (Registered Number 5305312) and having its registered office at 100 Wilmslow Road, Heald Green, Cheadle, Cheshire SK8 3DG

"Priority Senior Debt" means Senior Debt other than Non Priority Senior Debt,

"Secured Investors" means those Investors who are the holders of the Investor Secured Debt,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Beneficiaries" means together each of the Finance Parties, the Senior Mezzanine Finance Parties and the Junior Mezzanine Finance Parties which have entered into the Intercreditor Deed or a deed of accession to the Intercreditor Deed (each a **"Security Beneficiary"**),

"Security Documents" means the Security Documents described in paragraph 3.9 of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement, and such other documents which are from time to time entered into by any member of the Group in favour of the Security Agent (or any other Security Beneficiary) as security for any and all moneys and liabilities due, owing or incurred by any member of the Group to any Security Beneficiary from time to time,

"Senior Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities whether actual or contingent due, owing or incurred by any member of the Group to the Senior Lenders (or any of them) under the Senior Documents together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

"Senior Discharge Date" means the date determined by the Senior Facility Agent on which all Senior Debt has been fully and irrevocably paid or discharged or otherwise fully cash collateralised to the satisfaction of the Senior Facility Agent (acting reasonably) and the Senior Lenders are under no obligation (either actual or contingent) under the Senior Documents,

"Senior Documents" means the Finance Documents as defined in the Senior Facilities Agreement,

"Senior Facilities Agreement" means the senior credit facilities agreement dated 24 December 2004 between amongst others (1) the Parent, (2) Affinity Healthcare Limited (formerly Ingleby 1620 Limited) as the Company, (3) the Original Borrowers (as defined therein), (4) the Original Guarantors (as defined therein), (5) The Royal Bank of Scotland plc as 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 Senior Facility Agent and Security Agent,

"Senior Lenders" means together the Senior Facility Agent, the Security Agent, the Lead Arranger, the Lenders, the Issuing Lender, each Ancillary Lender and each Hedging Lender (each term as defined in the Senior Facilities Agreement),

"Senior Mezzanine Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities whether actual or contingent due, owing or incurred by any member of the Group to the Senior Mezzanine Lenders (or any of them) under the Senior Mezzanine Documents together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

"Senior Mezzanine Discharge Date" means the date as determined by the Senior Mezzanine Agent on which all Senior Mezzanine Debt has been fully and irrevocably paid or discharged to the satisfaction of the Senior Mezzanine Agent (acting reasonably) and the Senior Mezzanine Lenders are under no obligation (either actual or contingent) under the Senior Mezzanine Documents,

"Senior Mezzanine Documents" has the meaning given to Senior Mezzanine Finance Documents under the Senior Mezzanine Facility Agreement,

"Senior Mezzanine Facility Agreement" means the senior mezzanine facility agreement dated 24 December 2004 between amongst others (1) the Parent, (2) Affinity Healthcare Limited (formerly Ingleby 1620 Limited) as the Company, (3) the Senior Mezzanine Arranger (as defined therein), (4) the Senior Mezzanine Agent and (5) the Senior Mezzanine Lenders,

"Senior Mezzanine Finance Parties" has the meaning given to that term in the Senior Mezzanine Facility Agreement,

"Senior Mezzanine Lenders" means

- (i) any Original Senior Mezzanine Lender (as defined in the Intercreditor Deed), and
- (ii) any bank or financial institution, trust, fund or other entity which has become a party in accordance with clause 27 of the Senior Mezzanine Facility Agreement and entered into a deed of accession to this Deed,

which in each case has not ceased to be a party in accordance with the terms of the Senior Mezzanine Facility Agreement (and together the "**Senior Mezzanine Lenders**"),

"**Subsidiary**" means

- (i) a subsidiary within the meaning of section 736 of the Act, and
- (ii) a subsidiary undertaking within the meaning of section 258 of the Act,

Part 2 Persons who have executed the instrument of alteration

- (1) **THE ROYAL BANK OF SCOTLAND PLC** of 36 St Andrew Square, Edinburgh EH2 2YB in its capacity as Senior Facility Agent (under the Senior Facilities Agreement), Security Agent, Senior Lender, Original Ancillary Lender (under the Senior Facilities Agreement),
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** as Senior Lender, Senior Mezzanine Lender and Junior Mezzanine Lender,
- (3) **GLITNIR BANKHI H.F.** as Senior Lender,
- (4) **HOLT FUNDING 2008 1 LIMITED** as Senior Lender,
- (5) **THE CO OPERATIVE BANK PLC** as Senior Lender,
- (6) **RBS MEZZANINE LIMITED** of 24/25 St Andrew Square, Edinburgh EH2 1AF in its capacity as Senior Mezzanine Agent (under the Senior Mezzanine Facility Agreement), Senior Mezzanine Lender, Junior Mezzanine Agent (under the Junior Mezzanine Facility Agreement) and Junior Mezzanine Lender,
- (7) **ALMACK SA** as Senior Mezzanine Lender and Junior Mezzanine Lender,
- (9) **DUKE STREET V LIMITED (formerly DUKE STREET CAPITAL V LIMITED)** of Nations House, 9th Floor, 103 Wigmore Street, London W1U 1QS in its capacity as Investor Security Trustee (under the Investor Security Documents),
- (10) **DUKE STREET CAPITAL V UK NO. 1 LIMITED PARTNERSHIP, DUKE STREET CAPITAL V UK NO. 2 LIMITED PARTNERSHIP, DUKE STREET CAPITAL V UK NO 3 LIMITED PARTNERSHIP, DUKE STREET CAPITAL V US NO. 1 LIMITED PARTNERSHIP, DUKE STREET CAPITAL V US NO. 2 LIMITED PARTNERSHIP, DUKE STREET CAPITAL V US NO. 3 LIMITED PARTNERSHIP**, each of Almack House, 103 Wigmore Street, London, W1U 1QS acting by their General Partner Duke Street V Limited (formerly Duke Street Capital V Limited), **DUKE STREET CAPITAL V GMBH & CO KG** of Mainzer, Landstrasse 46, 60325 Frankfurt am Main, Germany acting by its General Partner Duke Street Capital V Verwaltungs GmbH as Investors,
- (11) **THE TRUSTEES OF THE BATCHELOR TRUST** being the Life Interest Trust Deed of Settlement executed by Philip Batchelor 9as Settlor) and (as Trustees) dated 25 November 2004 as Investors, and
- (12) **AFFINITY HEALTHCARE HOLDINGS LIMITED, AFFINITY HEALTHCARE LIMITED, CHEADLE ROYAL HOSPITAL LIMITED, MIDDLETON ST GEORGE HEALTHCARE LIMITED, CHEADLE ROYAL HEALTHCARE LIMITED, AFFINITY HOSPITALS LIMITED**, each of 100 Wilmslow Road, Heald Green, Cheadle, Cheshire SK8 3DG and **AFFINITY HOSPITALS GROUP LIMITED, AFFINITY HOSPITALS HOLDINGS LIMITED**, each of Saltire Court, 20 Castle Terrace, Edinburgh EH1 2DB each as Obligors, Intra Group Creditors and/or Intra Group Debtors (as the case may be),



FILE COPY

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

COMPANY NO. 224907

CHARGE NO. 2

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 2 OCTOBER 2008

WERE DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985
ON 16 OCTOBER 2008

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 24
DECEMBER 2004

BY AFFINITY HOSPITALS GROUP LIMITED

IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 17 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES