

# MG01s

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



COMPANIES HOUSE  
**FEE PAID**  
EDINBURGH

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 register  
particulars of a mortgage created by a company in England and Wales or Northern Ireland. If this is the case, please use form MG01.

TUESDAY



\*SW3SQSGH\*

SCT

15/03/2011

503

COMPANIES HOUSE

For official use

9

### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

1

### Company details

Company number

S C 2 2 4 9 0 7

Company name in full

Affinity Hospitals Group Limited (the "Company")

2

### Date of creation of charge

Date of creation

0 4 0 3 2 0 1 1

3

### Description

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

Description

Security Accession Deed (the "Deed") to a Debenture dated 4 March 2011.

4

### Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under: a) the RCF Finance Documents; b) the Hedging Agreements; c) the Senior Secured Notes Documents; d) the Pari Passu Debt Documents; e) the Credit Facility Documents other than the RCF Finance Documents; and f) any Additional Liabilities in respect of any Secured Debt Documents, provided that (d), (e) and (f) above shall only constitute "Secured Obligations" to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them, (the "Secured Obligations").  
(Definitions in this form apply to this section. Please see Continuation page for further definitions.)

### Continuation page

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

# MG01s

Particulars of a charge created by a company registered in Scotland

5

## 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 Deutsche Bank AG, London Branch as Security Agent

Address Winchester House, 1 Great Winchester Street, London

Postcode E C 2 N 2 D B

Name

Address

Postcode

6

## 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

### Specific Security

The Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (to the extent competent under applicable law) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage: all Property in England and Wales now belonging to or vested in it;

(b) by way of first equitable mortgage: all the Shares and Investments and all corresponding Related Rights;

(c) by way of first fixed charge: all other interests (not effectively charged under Clause 2.3(a) of the Security Accession Deed (ie paragraph (a) above) in any Property in England and Wales now or subsequently belonging to it; all of its right, title and interest in the Intellectual Property; all its Trading Receivables and all its rights and claims against third parties and against any security in respect of those Trading Receivables; all its Other Debts and all its rights and claims against third parties against any security in respect of those Other Debts; all monies standing to the credit of the Blocked Accounts; all of its rights and interest in the Hedging Agreements; the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets; its goodwill and uncalled capital; and subject to Clause 3.5 of the Debenture, if not effectively assigned by Clause 3.3 of the Debenture (*Security Assignment*), all its rights, title and interest in (and claims under) the Hedging Agreements, the Insurance Policies (other than any maintained for the benefit of persons which are not the Parent or Subsidiaries of the Parent) and the Assigned Agreements.

(Definitions in this form apply to this section. Please see continuation page for further definitions.)

(Cont)

## MG01s

Particulars of a charge created by a company registered in Scotland

<b>7</b>	<b>Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>①</sup></b>
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N/A

**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.

**Continuation page**

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

**MG01s**

Particulars of a charge created by a company registered in Scotland

**8 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

**9 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.

**10 Signature ②**

Please sign the form here.

Signature

Signature

X *McLoughlin LLP*

X

**② Signature**

This form must be signed by a person with an interest in the registration of the charge.

# MG01s

Particulars of a charge created by a company registered in Scotland



## 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 Karen McGrath - KMM/KRM/DE0711.40

Company name MCGRIGORS LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

*(Cont)*

#### **2. Security Assignment**

As further continuing security for the payment of the Secured Obligations, the Company assigns absolutely (to the extent competent under applicable law) with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Hedging Agreements;
- (b) the Insurance Policies (other than any maintained for the benefit of persons who are not the Parent or the Subsidiaries of the Parent); and
- (c) the Assigned Agreements, subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. To the extent that any Hedging Agreement, Insurance Policy or Assigned Agreement is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement.

*(Please see continuation page for further definitions.)*

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

## Amount secured

Please give us details of the amount secured by the charge.

Amount secured

### Definitions

**"Additional Liabilities"** means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with:

- (a) any refinancing, deferral or extension of such Liability;
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability;
- (d) any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

**"Credit Facility Documents"** has the same meaning given to that term in the Intercreditor Agreement;

**"Creditor"** means the Primary Creditors, the Shareholder Creditors and the Intra-Group Lenders;

**"Debenture"** means the debenture granting fixed and floating charges over all or substantially all of the business, assets, property and undertaking of the Company.

**"Group"** means the Parent and each of its Restricted Subsidiaries for the time being;

**"Hedging Agreements"** has the meaning given to that term in the Intercreditor Agreement;

**"Intercreditor Agreement"** means the intercreditor agreement between, amongst others, Crown Newco 3 plc as Parent, Senior Secured Notes Issuer and Senior Unsecured Notes Issuer, the Original Debtors as defined therein, The Royal Bank of Scotland plc as RCF Agent, Deutsche Trustee Company Limited as Senior Secured Notes Trustee and Senior Unsecured Notes Trustee, the Security Agent and Certain Entities as RCF Finance Parties, Hedge Counterparties, Intra-Group Lenders, Intra-Group Borrowers and original Shareholder Creditors (each as defined therein) dated 3 February 2011;

**"Intra-Group Borrowers"** means each member of the Group who has had loans or credit made available to it by an Intra-Group Lender and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement, which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement;

**"Intra-Group Lenders"** means each Original Intra-Group Lender; and each member of the Group 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 becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 of the Intercreditor Agreement, which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement;

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4	Amount secured
	Please give us details of the amount secured by the charge.
Amount secured	<p>(Cont)</p> <p>"<b>Liability</b>" means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities.</p> <p>"<b>Original Intra-Group Lender</b>" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"<b>Parent</b>" means Crown Newco 3 plc;</p> <p>"<b>Pari Passu Debt</b>" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"<b>Pari Passu Debt Documents</b>" means each document or instrument entered into between any members of the Restricted Group and a Pari Passu Creditor (each as defined in the Intercreditor Agreement) setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt;</p> <p>"<b>Primary Creditors</b>" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Senior Unsecured Notes Creditors and the Pari Passu Creditors (each as defined in the Intercreditor Agreement);</p> <p>"<b>RCF Finance Documents</b>" has the meaning given to that term in the Intercreditor Agreement</p> <p>"<b>Restricted Subsidiaries</b>" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"<b>Secured Debt Documents</b>" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"<b>Senior Secured Notes Documents</b>" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"<b>Shareholder Creditors</b>" has the same meaning given to that term in the Intercreditor Agreement; and</p> <p>"<b>Subsidiaries</b>" means any subsidiary within the meaning of section 1159 of the Companies Act 2006.</p>





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 224907

CHARGE NO. 9

I HEREBY CERTIFY THAT A CHARGE CREATED BY AFFINITY  
HOSPITALS GROUP LIMITED

ON 4 MARCH 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF DEUTSCHE BANK AG

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 15 MARCH 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 MARCH 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES