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CHFP025

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not
write in this
margin

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

Note
Please read the notes
on page 3 before
completing this form

* insert full name
of company

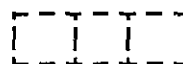
Ø insert name(s) and
address(es) of all
the directors

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



3966451

Name of company

* Affinity Healthcare Limited (the "Company")

†/We Ø Please see Annex 1

† delete as
appropriate

[the ~~sole~~ director] [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) that ~~of a~~ [recognised bank] [licensed institution]† ~~within the meaning of the Banking Act 1979~~
(b) that of a person ~~authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
(c) something other than the above§

This company is [the] [a] holding company of* Middleton St George Healthcare Limited

_____ which is
proposing to give financial assistance in connection with the acquisition of shares

in [this company] [Healthcare Scotland Limited

_____ the holding company of this company.]†

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

Wragge & Co LLP
55 Colmore Row
Birmingham
B3 2AS

13036 Birmingham 1
1884346/CGB/AXS1

For official Use
General Section

Post room



LR88V1PD

LD2
COMPANIES HOUSE

0224
06/01/05

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

and/or

8W 12/3
JHS

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 150,002 Ordinary Shares of £0.001 each.

The assistance is to be given to: (note 2) Ingleby (1620) Limited (Company number 5236108) whose registered office is situate at 100 Wilmslow Road, Heald Green, Cheadle, Cheshire, SK8 3DG

The assistance will take the form of:

Please see Annex 2.

The person who [~~has acquired~~] [will acquire]† the shares is:

Ingleby (1620) Limited

† delete as appropriate

The principal terms on which the assistance will be given are:

Please see Annex 3.

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Please see Annex 4.

The value of any asset to be transferred to the person assisted is £ Nil

Please do not
write in this
margin

The date on which the assistance is to be given is within 8 weeks of the date hereof

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

~~I~~/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~I~~/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or
(b) as appropriate

(b) ~~[It is intended to commence the winding-up of this company within 12 months of that date, and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]~~* (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 3 Waterhouse Square, 142
Holborn, London

Declarants to sign below

Day Month Year
on

2	3	1	2	2	0	0	4
---	---	---	---	---	---	---	---

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

[Signature]
[Signature]
J H Shaw

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Form 155(6)b – Affinity Healthcare Limited (Company number 3966451)
Middleton St George Healthcare Limited (Company number 3864079) (the “Assisting Company”)
Annex 1

Jonathan Alan Shaw of 6 Springhill, Higher Hurdsfield, Macclesfield, Cheshire, SK10 2PH
Philip Batchelor of Eaves Farm House, Cross Lane, Croft, Warrington, WA3 7AR
John Patrick Ward of 15 Handley Road, Bramhall, Stockport, Cheshire, SK7 3EX

Annex 2

The assistance will take the form of:

1. A deed of accession to a senior facilities agreement (the “**Senior Facilities Agreement**”) pursuant to which The Royal Bank of Scotland plc (the “**Senior Lender**”) would make available a term loan, revolving credit, working capital and certain CAPEX facilities to Ingleby (1620) Limited (the “**Borrower**”) for the purpose or otherwise in connection with the purchase of the entire issued share capital of Healthcare Scotland Limited (“**HSL**”) and indirectly Affinity Healthcare Limited (“**AHL**”) (the “**Acquisition**”) by the Borrower.
2. A deed of accession to a senior mezzanine facility agreement (the “**Senior Mezzanine Facility Agreement**”) pursuant to which RBS Mezzanine Limited (the “**Mezzanine Lender**”) would make available a loan facility to the Borrower for the purpose of or otherwise in connection with the Acquisition.
3. A deed of accession to a junior mezzanine facility agreement (the “**Junior Mezzanine Facility Agreement**”) pursuant to which the Mezzanine Lender would make available a term loan facility to the Borrower for the purpose of or otherwise in connection with the Acquisition. (The Senior Facilities Agreement, the Senior Mezzanine Facility Agreement and the Junior Mezzanine Facility Agreement are together referred to as the “**Facilities Agreements**”)
4. A deed of accession to a debenture (the “**Debenture**”) in favour of The Royal Bank of Scotland plc as security agent for the Finance Parties, the Senior Mezzanine Finance Parties and the Junior Mezzanine Finance Parties (as such terms are defined in the Facilities Agreements) (“**RBS**”) pursuant to which the Assisting Company, amongst others, covenants that it will jointly and severally pay or discharge all monies and liabilities owing or incurred by the, inter alios, Borrower, the Assisting Company or the Charging Companies (as such term is defined in the Debenture from time to time) under the Financing Documents (as such term is defined in the Debenture) (the “**Secured Obligations**”) and pursuant to which the Assisting Company charges by way of fixed and floating charges, inter alia, its assets and undertaking as security for the Secured Obligations.
5. A letter of accession to an ancillary facility letter (the “**Ancillary Facility Letter**”) pursuant to which The Royal Bank of Scotland plc (the “**Ancillary Lender**”) would make available an ancillary facility to, inter alios, the Assisting Company, AHL and Cheadle Royal Healthcare Limited (together the “**Ancillary Borrowers**”) up to an aggregate maximum principal amount of £5,000,000
6. An unlimited inter company cross-guarantee (the “**Guarantee**”) to be executed by the Ancillary Borrowers (which includes the Assisting Company) in favour of the Ancillary Lender pursuant to which the Assisting Company would jointly and severally guarantee each other Ancillary Borrower’s obligations to the Ancillary Lender, including obligations incurred under the Ancillary Facility Letter.
7. A composite set-off agreement (the “**Set-Off Agreement**”) pursuant to which the Participants (as such term is defined in the Set-Off Agreement) (which includes the Assisting Company) and the Ancillary Lender will enter into certain arrangements for netting debit and credit balances on the Accounts (as such terms is defined in the Set-Off Agreement).
8. A deed of accession entered into by, amongst others, the Assisting Company (the “**Deed of Accession**”) to an intercreditor deed (the “**Intercreditor Deed**”) regulating respective rights and obligations of the parties thereto with respects to indebtedness from time to time due from, amongst others, the Assisting Company and the security interests created in relation thereto.

9. An intra-group loan agreement (the **"Intra-Group Loan Agreement"**) whereby, inter alia, the Assisting Company agrees to lend sums of money to the Borrower (as such term is defined in the Intra-Group Loan Agreement) (the **"Intra-Group Borrower"**) in order to facilitate, inter alia, the purchase by Healthcare England Limited of the entire issued share capital of AHL and the repayment of monies due under or in respect of the Facilities Agreements and the Investor Secured Obligations (as defined below) and to make payments to the Borrower to enable the Borrower to pay certain costs incurred in connection with the Acquisition.
10. A deed of accession to a guarantee and debenture (the **"Investor Guarantee and Debenture"**) to be executed by the Assisting Company in favour of Duke Street Capital V Limited in its capacity as security trustee (the **"Investor Security Trustee"**) for 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 in each case acting through its general partner, Duke Street Capital V Limited and Duke Street Capital V GmbH & Co. KG acting through its general partner, Duke Street Capital V Verwaltungs-GmbH (and their assigns and successors in title) (the **"Duke Street Investors"**) and Philip Batchelor and John Ward (and their assigns and successors of title) (being, together with the Duke Street Investors, the **"Investor Noteholders"**), pursuant to which the Company guarantees the making of payment obligations by the Borrower to the Investor Noteholders incurred in part for the purpose of or otherwise in connection with the Acquisition (including amounts due from the Borrower to the Duke Street Investors, pursuant to a counter-indemnity whereby the Borrower will agree, inter alia, to indemnify the Duke Street Investors against certain liabilities, costs and expenses incurred in connection with the indemnity to be provided by the Duke Street Investors to RBS) (together the **"Investor Secured Obligations"**) and the Assisting Company charges by way of fixed and floating charge its assets and undertaking as security for the Investor Secured Obligations
11. A security trust deed (the **"Security Trust Deed"**) to be executed by, inter alia, the Investor Security Trustee, the Investor Noteholders and the Assisting Company regulating the respective rights and obligations of the parties thereto with respects to the Security Trust Deed
12. An acquisition agreement (the **"Acquisition Agreement"**) pursuant to which the Borrower inter alia, (a) agrees to pay certain costs incurred by the Seller (as such term is defined in the Acquisition Agreement) in connection with the Acquisition; (b) agrees to pay consideration due thereunder from the Borrower to the Sellers on deferred terms upon the sale of the groups property assets at 132 Finney Lane (title number GM746137), 102 Finney Lane (title number GM746137) and Middleton St George, Darlington (comprising all of title number DU123090 and part of DU13025) (the **"Properties"**); and (c) agrees that if any monies are paid from the Pension Scheme (as defined in the Acquisition Agreement) to any company in the Borrower, Cheadle Royal Healthcare Limited or to any other company in the Wider HSL Group or the Buyer's Group (as such terms are defined in the Acquisition Agreement) then the Borrower shall pay an equivalent amount to the Sellers.

Annex 3

The principal terms on which the assistance is given are:

1. By acceding to the Facilities Agreements, the Assisting Company would become a guarantor in respect of the Secured Obligations incurred by the Borrower and would agree to guarantee and indemnify the Senior Lender and/or the Senior Mezzanine Lender and/or the Junior Mezzanine Lender (together the **"Lenders"**) against, inter alia, certain losses incurred by the Lenders by reason, directly or indirectly, of the Lender entering in the Facilities Agreements and would agree to be subject to rights of set-off in respect of any matured obligation due from the Assisting Company to the Lenders.
2. By acceding to the Debenture, the Assisting Company is to create (as security for payment and discharge of the Secured Obligations) fixed and floating charges over all of its assets and undertakings (both present and future) in favour of RBS as security for payment and discharge of the Secured Obligations. The Assisting Company also agreed to indemnify RBS and the Security Beneficiaries (as defined in the Debenture) each against any losses incurred by them as result of, inter alia, the Assisting Company breaching its obligations thereunder. Further the Assisting Company agrees to enter into such further deeds and documentation as

the Security Agent (as defined in the Debenture) shall require to protect and perfect the security created thereunder.

3. By acceding to the Ancillary Facility Letter, the Assisting Company agrees to be subject to rights of set-off as more particularly set out in the Set-Off Agreement. The Assisting Company also agrees to indemnify the Ancillary Lenders against, inter alia, any losses incurred by the Ancillary Lender as a result of the provision of the Ancillary Facilities (as defined thereunder).
4. By entering into the Guarantee, the Assisting Company agrees to guarantee and indemnify the Ancillary Lender against, inter alia, certain losses incurred by the Lenders by reason, directly or indirectly, of the Ancillary Lender entering in the Ancillary Facility Letter and would agree to be subject to rights of set-off in respect of any matured obligation due from the Assisting Company to the Ancillary Lender.
5. By entering into the Set-Off Agreement, the Assisting Company agrees with the Ancillary Lender to certain arrangements for netting debit and credit balances on the Accounts (as such terms is defined in the Set-Off Agreement).
6. By acceding to the Intercreditor Deed, the Assisting Company agrees that it will, amongst others, acknowledge the arrangements, rights and obligations of the parties to the Intercreditor Deed and agree to act in accordance with those arrangements with respect to (a) certain security in favour of RBS and the Investor Security Trustee; (b) certain indebtedness from time to time incurred by (inter alios) the Borrower and the Assisting Company in connection with the granting of the facilities by the Senior Lender and/or the Mezzanine Lender; and (c) certain indebtedness incurred in connection with the Acquisition.
7. By executing the Intra-Group Loan Agreement, the Assisting Company would agree to make available to the Intra-Group Borrower, inter alia, a loan facility up to the principal amounts outstanding under the Facilities Agreements or such other amount as agreed between the parties from time to time, to be used by the Intra-Group Borrower to make payments which become due under the Facilities Agreements or such other purpose as the parties may agree.
8. By acceding to the Investor Guarantee and Debenture in favour of the Investor Security Trustee, the Company will:
 - (a) guarantee to the Investor Security Trustee to pay to it on demand the Investor Secured Obligations;
 - (b) covenant that as and when the Investor Secured Obligations become due for payment under the terms of the Investor Guarantee, it shall pay the Investor Secured Obligations to the Investor Security Trustee; and
 - (c) agree to be subject to rights of set-off in respect of the Investor Secured Obligations due for payment under the terms of the Investor Guarantee from the Assisting Company,

as security for the payment and discharge of the Investor Secured Obligations, charge in favour of the Investor Security Trustee, all its assets and undertaking by way of fixed and floating charges.

9. By entering into the Security Trust Deed the Company agrees to acknowledge the arrangements, rights and obligations of the parties to the Security Trust Deed and agrees to act in accordance with those arrangements with respect of the Investor Guarantee and Debenture.
10. The Assisting Company will reduce and discharge liabilities incurred by the Borrower in connection with the Acquisition and as set out under the Acquisition Agreement. The Assisting Company will be providing assistance by, inter alia, (a) agreeing, to the extent that the net proceeds of sale of the Properties realised by the Assisting Company and employed by the Borrower pursuant to the Acquisition Agreement, to pay the deferred consideration thereunder, (b) agreeing to make loans pursuant to the Intra-Group Loan Agreement to enable the Borrower to pay certain costs incurred by the Seller in connection with the Acquisition Agreement (c) agreeing that if any monies are paid from the Pension Scheme (as defined in the Acquisition Agreement) to pay an equivalent amount to the Sellers, each in consideration of intra-group indebtedness between the Assisting Company and the Borrower or otherwise by way of a gift.

Annex 4

All amounts transferred pursuant to the Intra-Group Loan Agreement.



INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF AFFINITY HEALTHCARE LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 23 December 2004 in connection with the proposal that the Company's subsidiary, Middleton St. George Healthcare Limited should give financial assistance for the purchase of the entire issued share capital of the Company's ultimate holding company, Healthcare Scotland Limited.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Deloitte & Touche LLP

Deloitte & Touche LLP
Manchester
Chartered Accountants and Registered Auditors

23 December 2004