

**CHFP025**

**Please do not  
write in this  
margin**

**COMPANIES FORM No. 155(6)a**

## Declaration in relation to assistance for the acquisition of shares

**155(6)a**

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

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

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

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

**For official use**

**Company number**

**SC243495**

Name of company

\* BDF HOLDINGS LIMITED (THE "COMPANY")

\* insert full name  
of company

**g** Insert name(s) and address(es) of all the directors

**XWe. PLEASE SEE ANNEXURE 1**

† delete as appropriate

**5 delete whichever  
is inappropriate**

MET ✓

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

**The business of the company is:**

[illegible]

**(c) something other than the above §**

**The company is proposing to give financial assistance in connection with the acquisition of shares in the**

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

Limited) †

The assistance is for the purpose of ~~proceeding to~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

**The number and class of the shares acquired or to be acquired is: PLEASE SEE ANNEXURE 2**

Presenter's name address and  
reference (if any):  
Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD  
VH/589529/2836694

DX 138 CHANCERY LANE

**For official Use  
General Section**

**Post room**

SGT SJPG88UE  
COMPANIES HOUSE

0381  
26/10/05

2836694

The assistance is to be given to: (note 2) INHEALTH CLINICAL SOLUTIONS LIMITED  
(COMPANY NUMBER: 5233571) AND INHEALTH GROUP LIMITED (COMPANY NUMBER: 4620480)

Please do not  
write in this  
margin

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 3

*MC* The person who [has acquired] ~~10000000~~ † the shares is:

† delete as  
appropriate

INHEALTH CLINICAL SOLUTIONS LIMITED

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

PLEASE SEE ANNEXURE 4

The amount of cash to be transferred to the person assisted is £ PLEASE SEE ANNEXURE 5

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

The date on which the assistance is to be given is TODAY OR WITHIN 8 WEEKS OF TODAY

Please do not write in this margin

**MZ** We have formed the opinion, as regards the 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)

Please complete

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

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

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

(b) [REDACTED] (note 3)

And ~~X~~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 25 Chapel Street  
Belper Derbyshire

**Declarants to sign below**

John Doe

on 

Day	Month	Year
14	10	2005

before me M. Ermler.

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

## 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**  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**ANNEXURES  
to Form 155(6)(b)**

**Annexures to the Statutory Declaration made on Form 155(6)(b) by all the directors of BDF Holdings Limited (the "Company") in respect of financial assistance that is to be given by the Company's subsidiaries BDF Healthcare Limited and BDF Limited (the "Subsidiaries") to InHealth Clinical Solutions Limited (Company Number 5233571 and formerly Rocialle Holdings Limited) (the "Parent") in relation to the acquisition of the entire issued share capital of the Company.**

For the purpose of this Statutory Declaration, the following capitalised words shall have the meaning ascribed to them below:

**Acceding Company:** means each company (other than the InHealth Group Limited) which executes and delivers an Accession Agreement to the Bank;

**Accession Agreement:** means an agreement substantially in the form set out in Schedule 3 of the Guarantee executed and delivered to the Bank after the date of the Guarantee;

**Additional Principal:** means each Acceding Company which becomes an Additional Principal in terms of clause 5 of the Guarantee;

**Bank:** means The Governor and Company of the Bank of Scotland incorporated by an Act of Parliament and having its head office at The Mount, Edinburgh EH1 1YZ;

**Default Rate:** means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefore;

**Guarantee:** means the guarantee dated 1 November 2004 made between, InHealth Group Limited, the original Companies listed in Schedule 2 thereto and the Bank;

**Principal:** means each Original Principal and each Additional Principal;

**Original Principal:** means each company whose name is listed in Schedule 1 of the Guarantee;

**Secured Liabilities:** means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Principals (or any of them), whether actually or contingently, solely or jointly and whether or not the Bank shall have an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of these matters or for keeping any account of any Principal, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under this Guarantee; and

**Term Loan Agreement:** means the £15,000,000 term loan agreement entered into between the InHealth Group Limited and the Bank dated 1 November 2004 (as amended, varied, supplemented, restated, substituted or novated from time to time).

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 1**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**The Directors of the Company**

Philip Whitecross of Lower Dean Farm, Dean Road, Stewkley, Bedfordshire LU7 0EU

Alan Gibson of Chapel Farmhouse, Grafton, Oxfordshire, OX18 2RY

Andrew David Charters of 20 Stobhill Crescent, Ayr KA7 3LU

William Robert Charters of 10 Doonholm Road, Ayr KA7 4QQ

Kurt David Loughran of 13 Coultard Drive, Prestwick, Ayrshire KA9 2EN

John Ewen McKerchar of Whitehill Cottage, Girvan, Ayrshire KA26 9PH

John Colin Moore of 61 Lambourn Drive, Allestree, Derby DE22 2UT

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 2**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**The Subsidiaries**

BDF Healthcare Limited (Company Number SC223071)

BDF Limited (Company Number SC107761)

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 3**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Number and class of shares acquired**

150,000 A ordinary shares of 100 pence each  
150,000 B ordinary shares of 100 pence each  
1,360,187 C ordinary shares of 100 pence each

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 4**

(as referred to in the statutory declaration dated October 2005 relating to  
the acquisition of the Company by the Parent)

**Form of financial assistance**

The financial assistance will take the form of:

- 1           the accession by the Subsidiaries as guarantors, by way of an accession agreement (the “**Accession Agreement**”), to the Guarantee;
- 2           the continuation of the floating charge dated 8 May 2003 and registered on 13 May 2003 and the standard security dated 16 May 2003 and registered on 21 May 2003 both granted by BDF Healthcare Limited in favour of the Bank (the “**BDF Healthcare Existing Security**”);
- 3           the continuation of the bond and floating charged dated 3 March 1998 and registered on 7 April 1998, the standard security dated 31 December 1997 and registered on 15 January 1998, the standard security dated 7 July 1999 and registered on 13 July 1999 and the floating charge dated 8 May 2003 and registered on 13 May 2003 each granted by BDF Limited in favour of the Bank (the “**BDF Existing Security**”); and
- 4           the execution by the Subsidiaries of an upstream inter-group loan agreement to be made between, amongst others, InHealth Group Limited and the Subsidiaries (the “**Upstream Inter-Group Loan Agreement**”).



**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the "Company")**

**Annexure 5**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Principal Terms of the Financial Assistance**

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

**Accession Agreement**

- 1 Pursuant to the Accession Agreement, the Subsidiaries will accede to the terms of the Guarantee and thereby provide various guarantees and indemnities for the benefit of the Bank. Specifically, under the terms of the Guarantee:
  - 1.1 In consideration of the Bank granting time, credit and banking facilities to any one or more of the Principals (a) the Subsidiaries unconditionally and irrevocably guarantee to the Bank the payment or discharge of the Secured Liabilities and shall on demand in writing pay or discharge them to the Bank; and (b) the Subsidiaries (as principal obligors and as a separate and independent obligation and liability from its obligation and liabilities under clause 1.1 of the Guarantee) will agree to indemnify and keep indemnified the Bank against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities (or any part thereof) or resulting from any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Principal.
  - 1.2 The Subsidiaries' liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Subsidiaries had been principal debtors instead of guarantors.
  - 1.3 The Subsidiaries acknowledge and agree that their obligations under this Guarantee shall be continuing obligations and shall extend to cover the ultimate balance due at any time to the Bank from each Principal and that the identity of the Principals and of the Subsidiaries may change from time to time in accordance with the terms of the Guarantee.
  - 1.4 The Guarantee shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Bank at any time for the discharge and performance of the Secured Liabilities.
  - 1.5 If the Subsidiaries shall fail to pay any amount under the Guarantee when it is due then such amount shall bear interest (after as well as before judgement and

payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Bank.

- 1.6 The Subsidiaries shall not (without the prior consent of the Bank or unless permitted in any facility letter with the Bank) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance over or in respect of any asset or right of the Subsidiaries.
- 1.7 At all times prior to the unconditional and irrevocable payment or discharge in full of the Secured Liabilities, the Bank shall have a lien on all securities, property deeds and other documents of the Subsidiaries which it holds from time to time.
- 1.8 The Subsidiaries shall, on demand by the Bank, execute whatever documents the Bank may reasonably require to perfect its obligations under the Guarantee.
- 1.9 The Subsidiaries will agree that their liability under the Guarantee shall not be reduced, discharged or mitigated by:
  - 1.9.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may have now or in the future from or against any Principal or any other person in respect of any of the Secured Liabilities;
  - 1.9.2 any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security or guarantee from or against any Principal or any other person or the invalidity or unenforceability of any such security or guarantee;
  - 1.9.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Bank (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to any Principal;
  - 1.9.4 any grant of time, indulgence, waiver or concession to any Principal or any other person;
  - 1.9.5 any arrangement or compromise entered into between the Bank and any Principal or any other person;
  - 1.9.6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, any Principal or any Guarantor;
  - 1.9.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or the obligations of any Guarantor;

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 6**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

The amount of cash to be transferred to the person assisted is up to £30,000,000 in  
accordance with the terms of the Upstream Inter-Group Loan Agreement.

**CHFP025**

**Please do not  
write in this  
margin**

**COMPANIES FORM No. 155(6)a**

## Declaration in relation to assistance for the acquisition of shares

**155(6)a**

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

**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

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

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

**For official use****Company number**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SC243495

Name of company

\* BDF HOLDINGS LIMITED (THE "COMPANY")

XWe e PLEASE SEE ANNEXURE 1

↑ delete as appropriate

**§ delete whichever is inappropriate**

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

**The business of the company is:**

[illegible]

(c) something other than the above \$

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~(b)(6)~~

Limited) t

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~. †

The number and class of the shares acquired or to be acquired is: PLEASE SEE ANNEXURE 2

Presenter's name address and  
reference (if any):  
Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD  
VH/589529/2836694

DX 138 CHANCERY LANE

**For official Use**  
**General Section**

**SCT SJPGT9UC 0330**  
**COMPANIES HOUSE 26/10/05**

2836694

The assistance is to be given to: (note 2) INHEALTH CLINICAL SOLUTIONS LIMITED  
(COMPANY NUMBER: 5233571) AND INHEALTH GROUP LIMITED (COMPANY NUMBER: 4620480)

Please do not  
write in this  
margin

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 3

The person who [has acquired] ~~10000000~~ † the shares is:

† delete as  
appropriate

INHEALTH CLINICAL SOLUTIONS LIMITED

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

PLEASE SEE ANNEXURE 4

The amount of cash to be transferred to the person assisted is £ PLEASE SEE ANNEXURE 5

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

The date on which the assistance is to be given is TODAY OR WITHIN 8 WEEKS OF TODAY

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

[illegible]

**Declared at**

**Declarants to sign below**

on 

Day	Month	Year
14	10	2015

**before me**

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

P. whelan

- 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**  
**37 Castle Terrace**  
**Edinburgh**  
**EH1 2EB**

**ANNEXURES**  
**to Form 155(6)(a)**

**Annexures to the Statutory Declaration made on Form 155(6)(a) by all the directors of BDF Holdings Limited (the "Company") in respect of financial assistance that is to be given by the Company to InHealth Clinical Solutions Limited (Company Number 5233571 and formerly Rocielle Holdings Limited) (the "Parent") in relation to the acquisition of the entire issued share capital of the Company.**

For the purpose of this Statutory Declaration, the following capitalised words shall have the meaning ascribed to them below:

**Acceding Company:** means each company (other than the InHealth Group Limited) which executes and delivers an Accession Agreement to the Bank;

**Accession Agreement:** means an agreement substantially in the form set out in Schedule 3 of the Guarantee executed and delivered to the Bank after the date of the Guarantee;

**Additional Principal:** means each Acceding Company which becomes an Additional Principal in terms of clause 5 of the Guarantee;

**Bank:** means The Governor and Company of The Bank of Scotland incorporated by an Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ;

**Default Rate:** means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefore;

**Guarantee:** means the guarantee dated 1 November 2004 made between, InHealth Group Limited, the original Companies listed in Schedule 2 thereto and the Bank;

**Principal:** means each Original Principal and each Additional Principal;

**Original Principal:** means each company whose name is listed in Schedule 1 of the Guarantee;

**Secured Liabilities:** means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Principals (or any of them), whether actually or contingently, solely or jointly and whether or not the Bank shall have an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of these matters or for keeping any account of any Principal, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under this Guarantee; and

**Term Loan Agreement:** means the £15,000,000 term loan agreement dated 1 November 2004 entered into between InHealth Group Limited and the Bank (as amended, varied, supplemented, restated, substituted or novated from time to time).

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 1**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**The Directors of the Company**

Philip Whitecross of Lower Dean Farm, Dean Road, Stewkley, Bedfordshire LU7 0EU

Alan Gibson of Chapel Farmhouse, Grafton, Oxfordshire, OX18 2RY

Andrew David Charters of 20 Stobhill Crescent, Ayr KA7 3LU

William Robert Charters of 10 Doonholm Road, Ayr KA7 4QQ

Kurt David Loughran of 13 Coultard Drive, Prestwick, Ayrshire KA9 2EN

John Ewen McKerchar of Whitehill Cottage, Girvan, Ayrshire KA26 9PH

John Colin Moore of 61 Lambourn Drive, Allestree, Derby DE22 2UT



**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 2**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Number and class of shares acquired**

150,000 A ordinary shares of 100 pence each  
150,000 B ordinary shares of 100 pence each  
1,360,187 C ordinary shares of 100 pence each

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 3**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Form of financial assistance**

The financial assistance will take the form of:

- 1           the accession by the Company as guarantor, by way of an accession agreement (the “**Accession Agreement**”), to the Guarantee;
- 2           the continuation of a floating charge granted by the Company in favour of the Bank dated 8 May 2003 and registered on 13 May 2003 (the “**Floating Charge**”); and
- 3           the execution by the Company of an upstream inter-group loan agreement to be made between, amongst others, InHealth Group Limited and the Company (the “**Upstream Inter-Group Loan Agreement**”).

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the "Company")**

**Annexure 4**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Principal Terms of the Financial Assistance**

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

**Accession Agreement**

- 1 Pursuant to the Accession Agreement, the Company will accede to the terms of the Guarantee and thereby provide various guarantees and indemnities for the benefit of the Bank. Specifically, under the terms of the Guarantee:
  - 1.1 In consideration of the Bank granting time, credit and banking facilities to any one or more of the Principals (a) the Company unconditionally and irrevocably guarantees to the Bank the payment or discharge of the Secured Liabilities and shall on demand in writing pay or discharge them to the Bank; and (b) the Company (as principal obligor and as a separate and independent obligation and liability from its obligation and liabilities under clause 1.1 of the Guarantee) will agree to indemnify and keep indemnified the Bank against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities (or any part thereof) or resulting from any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Principal.
  - 1.2 The Company's liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Company had been a principal debtor instead of a guarantor.
  - 1.3 The Company acknowledges and agrees that its obligations under this Guarantee shall be continuing obligations and shall extend to cover the ultimate balance due at any time to the Bank from each Principal and that the identity of the Principals and of the Company may change from time to time in accordance with the terms of the Guarantee.
  - 1.4 The Guarantee shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Bank at any time for the discharge and performance of the Secured Liabilities.
  - 1.5 If the Company shall fail to pay any amount under the Guarantee when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Bank.

- 1.6 The Company shall not (without the prior consent of the Bank or unless permitted in any facility letter with the Bank) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance over or in respect of any asset or right of the Company.
- 1.7 At all times prior to the unconditional and irrevocable payment or discharge in full of the Secured Liabilities, the Bank shall have a lien on all securities, property deeds and other documents of the Company which it holds from time to time.
- 1.8 The Company shall, on demand by the Bank, execute whatever documents the Bank may reasonably require to perfect its obligations under the Guarantee.
- 1.9 The Company will agree that its liability under the Guarantee shall not be reduced, discharged or mitigated by:
- 1.9.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may have now or in the future from or against any Principal or any other person in respect of any of the Secured Liabilities;
- 1.9.2 any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security or guarantee from or against any Principal or any other person or the invalidity or unenforceability of any such security or guarantee;
- 1.9.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Bank (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to any Principal;
- 1.9.4 any grant of time, indulgence, waiver or concession to any Principal or any other person;
- 1.9.5 any arrangement or compromise entered into between the Bank and any Principal or any other person;
- 1.9.6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, any Principal or any Guarantor;
- 1.9.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or the obligations of any Guarantor;
- 1.9.8 any claim or enforcement of payment from any Principal;

- 1.9.9 the existence of any claim, set-off or other right which any Guarantor may have at any time against any Principal or any other person or which any Principal may have at any time against any person, whether in connection with the Secured Liabilities or otherwise; or
- 1.9.10 any act or omission which would not have discharged or affected the liability of any Guarantor had it been a principal instead of a guarantor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish any of a Guarantor's liability under this Guarantee.
- 1.10 The Company shall pay or reimburse to the Bank all reasonable (and prior to an Event of Default as defined in the Term Loan Agreement, properly incurred) costs, charges and expenses (including legal fees) incurred or to be incurred by the Bank in the creation, registration, perfection, enforcement, discharge and/or assignment of this Guarantee (including, without limitation, the costs of any proceedings in relation to this Guarantee or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

### **Floating Charge**

All monies owed to the Bank (including the Secured Liabilities) would be secured by the Floating Charge.

### **Upstream Inter-Group Loan Agreement**

Pursuant to the terms of the Upstream Inter-Group Loan Agreement, the Company would agree to make available to InHealth Group Limited, a revolving credit facility of up to £30,000,000 in order to service the Secured Liabilities.

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 5**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

The amount of cash to be transferred to the person assisted is up to £30,000,000 in  
accordance with the terms of the Upstream Inter-Group Loan Agreement.

**CHFP025**

**COMPANIES FORM No. 155(6)a**  
**Declaration in relation to**  
**assistance for the acquisition**  
**of shares**

# 155(6)a

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

**SC243495**

\* BDF HOLDINGS LIMITED (THE "COMPANY")

2836694

The assistance is to be given to: (note 2) INHEALTH CLINICAL SOLUTIONS LIMITED  
(COMPANY NUMBER: 5233571) AND INHEALTH GROUP LIMITED (COMPANY NUMBER: 4620480)

Please do not  
write in this  
margin

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 3

The person who [has acquired] ~~10000000~~ † the shares is:

† delete as  
appropriate

INHEALTH CLINICAL SOLUTIONS LIMITED

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

PLEASE SEE ANNEXURE 4

The amount of cash to be transferred to the person assisted is £ PLEASE SEE ANNEXURE 5

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

The date on which the assistance is to be given is TODAY OR WITHIN 8 WEEKS OF TODAY



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

[illegible]

**Declared at**

**Declarants to sign below**

Day      Month      Year

on 114 11021005

**before me**

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

Keller  
 Shoyhan  
 K. Shoyhan  
 K. Shoyhan

**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**  
37 Castle Terrace  
Edinburgh  
EH1 2ER

**ANNEXURES  
to Form 155(6)(a)**

**Annexures to the Statutory Declaration made on Form 155(6)(a) by all the directors of BDF Holdings Limited (the “Company”) in respect of financial assistance that is to be given by the Company to InHealth Clinical Solutions Limited (Company Number 5233571 and formerly Rocialle Holdings Limited) (the “Parent”) in relation to the acquisition of the entire issued share capital of the Company.**

For the purpose of this Statutory Declaration, the following capitalised words shall have the meaning ascribed to them below:

**Acceding Company:** means each company (other than the InHealth Group Limited) which executes and delivers an Accession Agreement to the Bank;

**Accession Agreement:** means an agreement substantially in the form set out in Schedule 3 of the Guarantee executed and delivered to the Bank after the date of the Guarantee;

**Additional Principal:** means each Acceding Company which becomes an Additional Principal in terms of clause 5 of the Guarantee;

**Bank:** means The Governor and Company of The Bank of Scotland incorporated by an Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ;

**Default Rate:** means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefore;

**Guarantee:** means the guarantee dated 1 November 2004 made between, InHealth Group Limited, the original Companies listed in Schedule 2 thereto and the Bank;

**Principal:** means each Original Principal and each Additional Principal;

**Original Principal:** means each company whose name is listed in Schedule 1 of the Guarantee;

**Secured Liabilities:** means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Principals (or any of them), whether actually or contingently, solely or jointly and whether or not the Bank shall have an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of these matters or for keeping any account of any Principal, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under this Guarantee; and

**Term Loan Agreement:** means the £15,000,000 term loan agreement dated 1 November 2004 entered into between InHealth Group Limited and the Bank (as amended, varied, supplemented, restated, substituted or novated from time to time).

**BDF Holdings Limited  
(Company number SC243495)  
(the “Company”)**

**Annexure 1**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**The Directors of the Company**

Philip Whitecross of Lower Dean Farm, Dean Road, Stewkley, Bedfordshire LU7 0EU

Alan Gibson of Chapel Farmhouse, Grafton, Oxfordshire, OX18 2RY

Andrew David Charters of 20 Stobhill Crescent, Ayr KA7 3LU

William Robert Charters of 10 Doonholm Road, Ayr KA7 4QQ

Kurt David Loughran of 13 Coultard Drive, Prestwick, Ayrshire KA9 2EN

John Ewen McKerchar of Whitehill Cottage, Girvan, Ayrshire KA26 9PH

John Colin Moore of 61 Lambourn Drive, Allestree, Derby DE22 2UT

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 2**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Number and class of shares acquired**

150,000 A ordinary shares of 100 pence each  
150,000 B ordinary shares of 100 pence each  
1,360,187 C ordinary shares of 100 pence each

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 3**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Form of financial assistance**

The financial assistance will take the form of:

- 1           the accession by the Company as guarantor, by way of an accession agreement (the “**Accession Agreement**”), to the Guarantee;
- 2           the continuation of a floating charge granted by the Company in favour of the Bank dated 8 May 2003 and registered on 13 May 2003 (the “**Floating Charge**”); and
- 3           the execution by the Company of an upstream inter-group loan agreement to be made between, amongst others, InHealth Group Limited and the Company (the “**Upstream Inter-Group Loan Agreement**”).

**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the "Company")**

**Annexure 4**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

**Principal Terms of the Financial Assistance**

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

**Accession Agreement**

- 1 Pursuant to the Accession Agreement, the Company will accede to the terms of the Guarantee and thereby provide various guarantees and indemnities for the benefit of the Bank. Specifically, under the terms of the Guarantee:
  - 1.1 In consideration of the Bank granting time, credit and banking facilities to any one or more of the Principals (a) the Company unconditionally and irrevocably guarantees to the Bank the payment or discharge of the Secured Liabilities and shall on demand in writing pay or discharge them to the Bank; and (b) the Company (as principal obligor and as a separate and independent obligation and liability from its obligation and liabilities under clause 1.1 of the Guarantee) will agree to indemnify and keep indemnified the Bank against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities (or any part thereof) or resulting from any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Principal.
  - 1.2 The Company's liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Company had been a principal debtor instead of a guarantor.
  - 1.3 The Company acknowledges and agrees that its obligations under this Guarantee shall be continuing obligations and shall extend to cover the ultimate balance due at any time to the Bank from each Principal and that the identity of the Principals and of the Company may change from time to time in accordance with the terms of the Guarantee.
  - 1.4 The Guarantee shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Bank at any time for the discharge and performance of the Secured Liabilities.
  - 1.5 If the Company shall fail to pay any amount under the Guarantee when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Bank.

- 1.6 The Company shall not (without the prior consent of the Bank or unless permitted in any facility letter with the Bank) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance over or in respect of any asset or right of the Company.
- 1.7 At all times prior to the unconditional and irrevocable payment or discharge in full of the Secured Liabilities, the Bank shall have a lien on all securities, property deeds and other documents of the Company which it holds from time to time.
- 1.8 The Company shall, on demand by the Bank, execute whatever documents the Bank may reasonably require to perfect its obligations under the Guarantee.
- 1.9 The Company will agree that its liability under the Guarantee shall not be reduced, discharged or mitigated by:
- 1.9.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may have now or in the future from or against any Principal or any other person in respect of any of the Secured Liabilities;
- 1.9.2 any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security or guarantee from or against any Principal or any other person or the invalidity or unenforceability of any such security or guarantee;
- 1.9.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Bank (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to any Principal;
- 1.9.4 any grant of time, indulgence, waiver or concession to any Principal or any other person;
- 1.9.5 any arrangement or compromise entered into between the Bank and any Principal or any other person;
- 1.9.6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, any Principal or any Guarantor;
- 1.9.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or the obligations of any Guarantor;
- 1.9.8 any claim or enforcement of payment from any Principal;

- 1.9.9 the existence of any claim, set-off or other right which any Guarantor may have at any time against any Principal or any other person or which any Principal may have at any time against any person, whether in connection with the Secured Liabilities or otherwise; or
- 1.9.10 any act or omission which would not have discharged or affected the liability of any Guarantor had it been a principal instead of a guarantor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish any of a Guarantor's liability under this Guarantee.
- 1.10 The Company shall pay or reimburse to the Bank all reasonable (and prior to an Event of Default as defined in the Term Loan Agreement, properly incurred) costs, charges and expenses (including legal fees) incurred or to be incurred by the Bank in the creation, registration, perfection, enforcement, discharge and/or assignment of this Guarantee (including, without limitation, the costs of any proceedings in relation to this Guarantee or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

#### **Floating Charge**

All monies owed to the Bank (including the Secured Liabilities) would be secured by the Floating Charge.

#### **Upstream Inter-Group Loan Agreement**

Pursuant to the terms of the Upstream Inter-Group Loan Agreement, the Company would agree to make available to InHealth Group Limited, a revolving credit facility of up to £30,000,000 in order to service the Secured Liabilities.



**BDF Holdings Limited**  
**(Company number SC243495)**  
**(the “Company”)**

**Annexure 5**

(as referred to in the statutory declaration dated 14 October 2005 relating to  
the acquisition of the Company by the Parent)

The amount of cash to be transferred to the person assisted is up to £30,000,000 in  
accordance with the terms of the Upstream Inter-Group Loan Agreement.



**BDO Stoy Hayward LLP**  
Chartered Accountants

64 Dalblair Road Ayr KA7 1UH  
Telephone: +44 (0)1292 263277  
Facsimile: +44 (0)1292 268852  
LP-28 Ayr  
Web site: [www.bdo.co.uk](http://www.bdo.co.uk)

The Directors  
BDF Holdings Limited  
64 Dalblair Road  
Ayr  
KA7 1UH

14 October 2005

Dear Sirs

**Independent auditors' report to the directors of BDF Holdings Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of BDF Holdings Limited (the "Company") dated 14 October 2005 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging the liability incurred in relation to the purchase of the entire share capital of the Company.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

**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.

Yours faithfully



BDO Stoy Hayward LLP  
*Chartered Accountants and Registered Auditors*