

CHFP025

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

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

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

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

For official use

Company number

SC243495

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

Name of company

* BDF HOLDINGS LIMITED (THE "COMPANY")

* insert full name
of company

XWe e PLEASE SEE ANNEXURE 1

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [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:

(c) something other than the above §

MET.

✓ This company is ~~not~~ [a] holding company of* PLEASE SEE ANNEXURE 2

which is

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

in [this company] [

Meer

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

Macfarlanes
10 Norwich Street
London
EC4A 1BD
VH/589529/2836711

138 Chancery Lane

**For official Use
General Section**

Post room



SGT SJB
COMPANIES HOUSE

1095
26/10/05

✓ MET
The assistance is for the purpose of ~~1000000000~~ (reducing or discharging a liability incurred for the purpose of that acquisition). † (note 1)

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: PLEASE SEE ANNEXURE 3

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 4

MET
The person who [has acquired] ~~100000000~~ † the shares is:
INHEALTH CLINICAL SOLUTIONS LIMITED

† delete as appropriate

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

PLEASE SEE ANNEXURE 5

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 ANNEXURE 6

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

TODAY OR WITHIN 8 WEEKS OF TODAY

~~Not~~ ~~complete~~ ~~preferably~~ ~~type, or~~ ~~lettering~~ 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)

MD (a) ~~We~~ 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)

(b) XX
XX
✓ XX* (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
Belfast, Ballymore

Declarants to sign below

John

on

Day	Month	Year
1	4	2005

before me M. Traylor

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
Companies House
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 (including the separate personal bond) 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;
- 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.

BDF Healthcare Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Healthcare Existing Security.

BDF Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Existing Security.

Upstream Inter-Group Loan Agreement

Pursuant to the terms of the Upstream Inter-Group Loan Agreement, the Subsidiaries 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 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

155(6)b

The assistance is for the purpose of ~~1000000000~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

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: PLEASE SEE ANNEXURE 3

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 4

The person who [has acquired] ~~100000000~~ † the shares is:
INHEALTH CLINICAL SOLUTIONS LIMITED

† delete as appropriate

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


PLEASE SEE ANNEXURE 5

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 ANNEXURE 6

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

TODAY OR WITHIN 8 WEEKS OF TODAY



Laserform International 12/99
2836711

**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 (including the separate personal bond) 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;

- 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.

BDF Healthcare Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Healthcare Existing Security.

BDF Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Existing Security.

Upstream Inter-Group Loan Agreement

Pursuant to the terms of the Upstream Inter-Group Loan Agreement, the Subsidiaries 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 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.

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

155(6)b

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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XWe e PLEASE SEE ANNEXURE 1

SCT SJBHT9UZ 1097
 COMPANIES HOUSE 26/10/05

2836711

The assistance is for the purpose of ~~£500,000,000~~ (reducing or discharging a liability incurred for the purpose of that acquisition). † (note 1)

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: PLEASE SEE ANNEXURE 3

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

The assistance will take the form of:

PLEASE SEE ANNEXURE 4

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INHEALTH CLINICAL SOLUTIONS LIMITED

† delete as appropriate

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PLEASE SEE ANNEXURE 5

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 ANNEXURE 6

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

TODAY OR WITHIN 8 WEEKS OF TODAY

~~X~~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) ~~We~~ 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)

(b) XX
XXX
XXX* (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.

Declarants to sign below

GIRVAN

Day Month Year

on

1	4	1	0	2	0	0	5
---	---	---	---	---	---	---	---

before me

S B freedom

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

Bell.
Whongshan
Hithoria.
Ritz

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**

**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 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 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 (including the separate personal bond) 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;
- 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.

BDF Healthcare Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Healthcare Existing Security.

BDF Existing Security

All monies owed to the Bank (including the Secured Liabilities) would be secured by the BDF Existing Security.

Upstream Inter-Group Loan Agreement

Pursuant to the terms of the Upstream Inter-Group Loan Agreement, the Subsidiaries 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 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.



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

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's subsidiary undertakings, BDF Healthcare Limited and BDF Limited, 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