

**G**

COMPANIES FORM No.155(6)a

**Declaration in relation to  
assistance for the acquisition  
of shares.****155(6)a**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 black lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

1825148

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

Name of company

LONDON PARKCARE LIMITED

\* Insert full name  
of company\* Insert name(s) and  
address(es) of all  
the directors

We JOHN BRIAN McALLISTER of 30 Norton Close, Worcester and EDWARD  
JOSEPH McKINLEY of The Priory, 3A Seymour Walk, London and BRADLEY  
JOHN HANSON of 57 Huntsmore House, Pembroke Road, London and ROY  
LEONARD HAYFIELD of 12 Inett Way, Manor Oaks, Droitwich, Worcs and  
MICHAEL ANTHONY STRATFORD of 160 Orchard Avenue, Cheltenham, Glos.

† delete as  
appropriate† delete whichever  
is inappropriate~~Do not delete~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

~~the business of the company is to provide parking spaces for the use of the public~~  
~~the business of the company is to provide parking spaces for the use of the public~~  
~~the business of the company is to provide parking spaces for the use of the public~~  
(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in  
the (company) ~~London Parkcare Limited~~

limited/tx

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

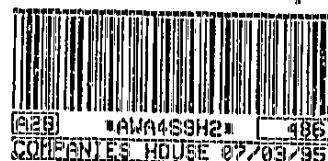
The number and class of the shares acquired or to be acquired is: 100 Ordinary Shares  
of £1 each in the capital of London Parkcare Limited

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

Holt & Sellars  
"Hillcairnie"  
St Andrew's Road  
Droitwich  
Worcs  
WR9 8DJ

For official Use  
General Section

Post room



The assistance is to be given to: (note 2) CRAEGMOOR HEALTHCARE COMPANY LIMITED  
("CRAEGMOOR") whose Registered Office is at "Hillcainie"  
St Andrew's Road, Droitwich in the County of Hereford and  
Worcester

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:

RIDER 'A'

*Re* The person who (has acquired) ~~(will acquire)~~ the shares is:  
CRAEGMOOR

1 delete as  
appropriate

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

RIDER 'B'

The amount of cash to be transferred to the person assisted is £ N11

The value of any asset to be transferred to the person assisted is £ N11

The date on which the assistance is to be given is 2 March 19 95

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Please do not  
write in  
this margin

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

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

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)

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

And 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 \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_

one thousand nine hundred and \_\_\_\_\_

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.

Declarants to sign below

\* *Paul J. [Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

## 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 155(4) of the Companies Act 1985 must be annexed to this form.

## RIDER A

1. The entering into by the Company of a guarantee and debenture (the "Guarantee and Debenture") in favour of National Westminster Bank Plc (the "Security Trustee") as agent and trustee for itself and the Banks (as defined in a credit agreement) (the "Credit Agreement") to be entered into between Craegmoor Healthcare Company Limited ("Craegmoor") the Banks and National Westminster Bank Plc (as Facility Agent and Security Trustee) to secure, inter alia, the obligations of Craegmoor to the Secured Parties (as defined in the Guarantee and Debenture) under any of the Credit Agreement, the Fees Letter, the Interest Rate Protection Agreements and the Security Documents (as each such term is defined in the Credit Agreement and as each of the same may be amended, varied, novated or supplemented from time to time).

RIDER B

1. Under the terms of the Guarantee and Debenture, the Company will guarantee that it will pay on demand to the Security Trustee and will indemnify the Security Trustee in respect of all moneys and discharge all obligations and liabilities of Craegmoor under any of the Credit Agreement, the Fees Letter, the Interest Rate Protection Agreements and the Security Documents.

The Guarantee and Debenture contains creditor protection wording to the effect that, inter alia, no termination, amendment, variation or supplement to the Credit Agreement and certain other financing documents will reduce, discharge or otherwise adversely affect the obligations of the Company under the Guarantee and Debenture.

2. Under the Guarantee and Debenture the Company as continuing security for the payment of the Secured Obligations (as defined in the Guarantee and Debenture) will charge in favour of the Security Trustee as agent and trustee for the Secured Parties:
  - (a) by way of legal mortgage all estates or interest in the freehold property known as Avon House Allen Road London as is registered at H.M. Land Registry under Title number NGL 76622 and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the "Legally Mortgaged Property")
  - (b) by way of fixed charge all estates or interest in any freehold, leasehold and other immovable property at the date of the Guarantee and Debenture or at any time during the continuance of the security belonging to the Company (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company.
  - (c) by way of fixed charge all plant machinery vehicles computers and office and other equipment owned by the Company both present and future.
  - (d) by way of fixed charge all book debts and other debts at the date of the Guarantee and Debenture and from time to time due or owing to the Company and all moneys which the Company receives in respect thereof.
  - (e) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties.
  - (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of

- i) any Subsidiary (as defined in the Credit Agreement); and
- ii) any other body corporate

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantee and Debenture, or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

- (g) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture, or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (i) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge.

**Coopers  
& Lybrand**

Chartered accountants

35 Newhall Street  
Birmingham B3 3DX

Telephone 021-200 4000

Facsimile 021-200 4000

Your reference

Our reference  
cm/mrp**PRIVATE AND CONFIDENTIAL**

The Directors  
London Parkcare Limited  
Craegmoor House  
97 Friar Street  
Droitwich  
Worcestershire  
WR9 8EG

2 March 1995

Dear Sirs

Auditors' report to the directors of London Parkcare Limited pursuant to Section 156(4) of the Companies Act 1985.

We have examined the attached statutory declaration of the directors of London Parkcare Limited ('the Company') dated 2 March 1995 in connection with the proposal that the Company should give financial assistance for the purchase of all of the ordinary shares of the Company.

**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.

*Coopers & Lybrand*

Chartered Accountants  
Birmingham  
2 March 1995

COMPANIES HOUSE 07/03/95

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**Coopers  
& Lybrand**

chartered accountants

35 Newhall Street  
Birmingham B3 3DX

telephone 021-200 4000

facsimile 021-200 4030

your reference

our reference  
cm/mrp**STRICTLY PRIVATE AND CONFIDENTIAL**

To: National Westminster Bank Plc, as Facility Agent and security Trustee, and all the Banks under, and as such term is defined in, a credit agreement dated 2 March 1995 and made between, inter alios, Craegmoor Healthcare Company Limited, certain banks and National Westminster Bank Plc as Facility Agent and Security Trustee.

2 March 1995

Dear Sirs

London Parkcare Limited (the 'Company')

We report in connection with the proposed arrangement whereby the Company will give financial assistance for the purchase of its own shares, particulars of which are given in the attached copy of the statutory declaration dated today by the directors of the Company pursuant to section 155(6) of the Companies Act 1985 ('the Act').

The purpose of this report is to assist the Banks in considering whether the proposed arrangement is permitted under section 155(2) of the Act and it is not intended to be used, quoted or referred to for any other purpose.

We have examined the Board Memorandum dated 2 March 1995 (a copy of which is attached, initialled by us for the purpose of identification) for which the directors of the Company are solely responsible and have enquired into the Company's state of affairs as far as necessary for us to review the bases for the Board Memorandum. Our enquiry did not constitute an audit under the provisions of the Companies Act 1985.

We confirm that as at the close of business on 31 January 1995 the aggregate of the company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.

10 - 05 - 95

2 MAR 95 09:02 FROM COOPERS AND LYBRAND TO 5020010000 PAGE 010

We are not aware of anything to indicate that the opinion expressed in paragraph 2 of the Board Memorandum is unreasonable in all the circumstances.

This report is supplied on the understanding that it is solely for the use of the persons to whom it is addressed. No person other than those to whom it is addressed may rely on it for any purpose whatsoever. Copies may be made available to the addressees' advisers provided that the report is to be used by them only for the purposes stated. It must not be made available or copied in whole or in part to any other person without our express written permission.

Coopers & Lybrand

Chartered Accountants  
Birmingham  
2 March 1995