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CHWP000

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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

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

For official use

Company number

--	--	--

1987333

Name of company

* The Private Clinic Limited
of 32 Queen Anne Street, London W1G 8HD

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

* insert full name
of company

I/We ~~ø~~

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

(a) Christine Mary Banstead of Calle De Feniz 27, Montgo 416, Javea, Spain

(b) Marco Anatriello of 69 Queens Court, Queensway, London W2 4QN

(c) Marco Capello of 7 Pelham Place, London SW7 2NQ

† delete as
appropriate

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

The business of the company is

§ delete whichever
is inappropriate

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

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the [company] ~~[company's holding company]~~

xxxxx

Limited†

The assistance is for the purpose of [that acquisition] ~~[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 shares in the Company of £1 each

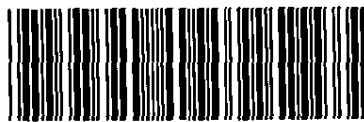
Presenter's name address and
reference (if any)

Kerman & Co LLP
200 Strand, London WC2R 1DJ

For official Use (02/06)
General Section

Post room

THURSDAY



AAWJSX00

A59

07/02/2008

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COMPANIES HOUSE

The assistance is to be given to (note 2) BG Healthcare Limited with its address and registered office at
Stuart House, 55 Catherine Place, London SW1E 6DY

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

The assistance will take the form of

The entering of a Guarantee and Debenture by the Company and others in favour of Brendan Kearney and Amanda Kearney (the "Sellers") and compliance with all obligations thereunder. The obligations, undertakings and liabilities incurred by the Company in executing the Guarantee & Debenture are given to guarantee, secure or otherwise assist BG Healthcare Limited ("BG") in connection with the obligations, undertakings and liabilities which it will incur for the purpose of the acquisition of the share capital of the Company and The Sleep Disorder Clinic Limited ("SDC") and in particular payment of the deferred consideration as referred to herein

Upon payment of £402,011 owing to it and its subsidiary, 0700 Software Limited, by Mediform Limited, a loan of the same amount to BG by the Company, so the proceeds of the loan to BG can be used by the latter in paying the additional purchase consideration owing to the Sellers in respect of shares in the Company and SDC. In addition as a result of this transaction the Company will be indebted on loan account to its subsidiary in the sum of £65,656

(see continuation page for details of second loan)

The person who [has acquired][will acquire]† the share is

† delete as
appropriate

BG Healthcare Limited a company limited by shares registered in the England with number 06293464
whose registered office is at Stuart House, 55 Catherine Place, London SW1E 6DY

The principal terms on which the assistance will be given are

The Company will on a joint and several basis guarantee payment by BG of deferred consideration of £2,180,000, payable in relation to the acquisition of shares in the Company and SDC ("Deferred Consideration"), plus any interest, costs, charges and expenses incurred by the Sellers in relation to procuring payment thereof, and as continuing security therefor create fixed charges over its land (now owned or acquired in future), goodwill, uncalled capital, securities, insurances, intellectual property, rents, asset contracts and other claims and fixed and loose plant and machinery and create floating charges (to which paragraph 14 of Schedule 1B to the Insolvency Act 1986 will apply) over all its assets, including debts, to secure the Deferred Consideration, whereby the Company cannot without the prior written consent of the Sellers (a) create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the assets of the Company, or (b) part with or dispose of all or any of the assets charged by way of fixed charge or mortgage, other than assets disposed of in the ordinary course of business, or (c) part with or dispose of all or any of the assets charged by way of floating charge, except in the ordinary course of carrying on its business as a going concern
(see the continuation page)

The amount of cash to be transferred to the person assisted is £ 1,602,011 (excluding the guarantee)

The value of any asset to be transferred to the person assisted is £ n/a

The date on which the assistance is to be given is 2008

Form of Assistance (continued from page 2 of Form 155(6) (a))

Second Loan (for Transaction Costs)

a Loan by the Company of the amount of up to £1,200,000 to B G to be applied by them in settlement of an invoice to be rendered by BlueGem Capital Partners LLP for disbursements to Weller's Accountants, Kerman & Co LLP, Deloitte and Touche LLP, Mansfield Buchanan Limited and Willis Limited, respectively for accounting, legal, tax, business and insurance consultancy services, and for the corporate finance, management and capital raising fees of BlueGem Capital Partners LLP in connection with

- (a) its acquisition of the shares in the Company and The Sleep Disorder Clinic Limited,
- (b) the fees of Kerman & Co LLP in respect of work previously carried out for BG (but unconnected to (a))

Terms of assistance (continued from page 2 of Form 155(6) (a))

Guarantee and Debenture:

The principal debt guaranteed is made up of £1,060,000 to be payable one year from Completion and £1,120,000 to be payable two years from Completion of the sale of shares, for which the Company's subsidiary, 0700 Software Limited, and SDC are also guarantors on the basis that the liability of each guarantor is joint and several

"Encumbrance" is defined in the Debenture and Guarantee as "a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security"

Under the Debenture and Guarantee the Company shall pay into such account of Brendan Kearney and Amanda Kearney (the "Sellers") as they may direct all moneys which it receives in respect of any securities, insurances, intellectual property, rents and any other of the rights and claims charged to the Sellers, and not withdraw any moneys from that account unless the Sellers permit it to do so, and until such payment hold all moneys so received upon trust for the Sellers and shall not without the prior written consent of the Sellers charge, factor, discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required under the Guarantee and Debenture

Loans:

(a) The Loans provided by the Company

- (i) may only be drawn by B G once Completion has occurred under the Share Purchase Agreement and once all necessary "whitewash" proceedings required under sections 155 to 158 of the Companies Act have been duly carried out, and
- (ii) shall be drawn by B G not later than 8 weeks of the date of this declaration, failing which the offer of the Loans to B G shall be deemed to have been withdrawn

(b) Any amounts owing by B G to the Company under the Loans or that may in future be claimed by the Sellers from the Company in respect of the Guarantee shall be repayable immediately upon delivery of a written demand therefor by the Company, addressed to BG Healthcare Limited ("Demand")

(c) In the event of Demand under (b) or (g) the undertaking by BlueGem Capital Partners LLP (the manager of BlueGem L P , a fund which indirectly controls the majority of the shares of BG) in a Deed of Undertaking by them shall be performed immediately for the full amount in the Demand and, when B G receives funds thereunder, it will promptly remit those funds to the Company.

(d) If a Demand claims interest on the amounts advanced, interest shall accrue from the date of advance to the date of repayment at the rate which reflects a margin of 4 per centum per annum over the base rate of HSBC Bank from time to time

(e) No claim may be made by B G, BlueGem L P or any member thereof or BlueGem Capital Partners LLP against the Company in respect of any matter or representation (including any that involves negligence or gross negligence for which the Company would otherwise be responsible) on which they have relied in purchasing the shares in the Company and SDC, entering into the transactions mentioned herein or undertaking any other matter pursuant their direct or indirect investment in the Company, 0700 Software Limited or SDC

(f) If any claim shall arise for any reason by B G, BlueGem L P or any member thereof or BlueGem Capital Partners LLP against the Company, such shall not be capable of be set off against the claim made against B G under the Demand

(g) In the event that any claim for payment is made by the Sellers against the Company under the Guarantee or any circumstance arises (including without limitation anything prejudicing the ability of the Company to pay its debts as they fall due) where it is prudent for the Directors (in their sole and unfettered discretion) to take such a step

- (i) the Directors may make a assessment of the amount of any cash security the Company needs to have provided by B G to ensure the Guarantor is able to pay its debts as they fall due, and

- (ii) deliver a demand to B G Healthcare Limited for immediate payment of the amount so assessed by the Directors (a "**Demand**") not exceeding the sum of the present or future liability of the Company to the Sellers under the Guarantee and Debenture

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Please complete
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bold block lettering

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

~~1~~ 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) ~~1~~ 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) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]* (note 3)~~

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

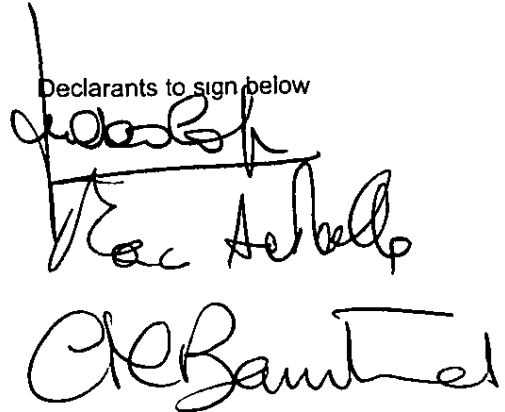
Declared at KERMAN & CO
200 The Strand WC2R 1DJ

on

Day	Month	Year
01	02	2008

before me Luce Redom
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



 **Giambrone & Law**
International Law Practice

50 Essex Street
The Strand
London - WC2R 3LF

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

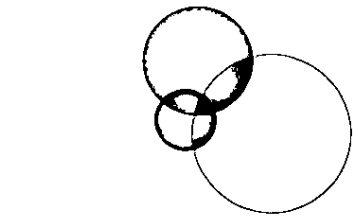
DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



wellers

business oxygen

The Directors
The Private Clinic Limited
98 Harley Street
London
W1G 7HZ

Stuart House
55 Catherine Place
London SW1E 6DY

☎ +44(0)207 630 6665

☎ +44(0)207 630 1977

www.wellersaccountants.co.uk

Dear Sirs

**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS
OF THE PRIVATE CLINIC LIMITED PURSUANT TO SECTION
156(4) OF COMPANIES ACT 1985**

We report on the attached statutory declaration of the directors dated 1 February 2008, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company should give financial assistance for the purchase of the company's 100 ordinary shares

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 statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

Wellers Accountants
Registered Auditor
Stuart House
55 Catherine Place
London
SW1E 6DY

Date. 1 February 2008

