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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

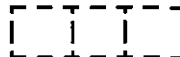
Pursuant to section 155(6) of the Companies Act 1985

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



02032661

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

Name of company

* FSHC (UK) LIMITED

* insert full name
of company

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

I/We § Hamilton Douglas Anstead of Beechacre, Nurton Hill Road, Pattingham,
Wolverhampton, South Staffordshire, WV6 7HG and Geoffrey Michael
Crowe of 51 Oakwood Lane, Bowdon, Altrincham, Cheshire, WA14 3DL

† delete as
appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

~~XX~~
(a) that of a recognised bank, [licensed institution] within the meaning of the Banking Act 1979

~~XX~~
(b) that of a person authorised under section 300 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

~~XXXXXXXXXX~~ [company's holding company] Four Seasons Health Care

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: 75,045 ordinary shares of
£0.01 and 77,498 deferred shares of £0.01

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
JEW/1677394/01
149120 Canary Wharf 3

For official Use
General Section

Post room



A45
COMPANIES HOUSE

AU7EJYSZ

0393
24/09/04

1677394

The assistance is to be given to: (note 2)
Lane, London, EC4R 3VX

Rhyme (UK) Limited of River Bank House, 2 Swan

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Schedule 1

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

† delete as
appropriate

Rhyme (UK) Limited of River Bank House, 2 Swan Lane, London, EC4R 3VX

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

See Schedule 2

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

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 within 8 weeks of the date hereof

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legibly, preferably
in black type, or
bold block lettering

* 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) ~~It is intended to commence the winding up of the company within 12 months of that date, and 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 ☒ 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 10 Upper Bank Street, London
E14 5JJ

Declarants to sign below

Day Month Year
on 16 09 2014

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.

Uddhav Red
Geoffrey M. Crane

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

FSHC (UK) Limited

Schedule 1 to the Statutory Declaration (155(6)(a)) dated 16 September 2004

The financial assistance will take the form of:

1. the execution, delivery and performance by the Company of its obligations under:
 - 1.1 an accession deed (the "**Accession Deed**") to a facilities agreement (the "Rhyme Facilities Agreement") dated 3 July 2004 (as amended and restated on 17 August 2004) between Allianz Healthcare Beteiligungs GmbH (the "Parent"), Rhyme (UK) Limited, Rhyme (Jersey) Limited, the companies identified therein as original guarantors in Part 1 of Schedule 1 of the Rhyme Facilities Agreement and Scarlet Finance Limited under which Scarlet Finance Limited will provide credit facilities of up to £350,000,000 to Rhyme (UK) Limited and Rhyme (Jersey) Limited;
 - 1.2 an up-stream intra-group loan agreement (the "**Intra-group Loan Agreement**") to be entered into between, inter alia, (i) Rhyme (UK) Limited, (ii) Rhyme (Jersey) Limited, (iii) Four Seasons Health Care Investments Limited, (iv) Four Seasons Health Care Holdings Limited, (v) Four Seasons Health Care (Capital) Limited, (vi) County Healthcare Group Limited, (vii) Four Seasons Health Care Group Limited, (viii) Four Seasons Group Limited, (ix) Fife Health Care Limited, (x) Four Seasons Health Care Properties Limited, (xi) FSHC Holdings (UK) Limited, (xii) Keelex 115 Limited and (xiii) the Company;
 - 1.3 a debenture (the "**Rhyme Debenture**") between (i) Allianz Healthcare Beteiligungs GmbH, (ii) each of the companies identified as chargors therein and (iii) Scarlet Finance Limited pursuant to which various of Allianz Healthcare Beteiligungs GmbH's subsidiaries (including the Company) will grant fixed and floating charges over their assets and undertaking in England and Wales to support their respective guarantee; and
 - 1.4 a share pledge (the "**Four Seasons Health Care (Isle of Man) Limited Share Pledge**") between (i) the Company and (ii) Scarlet Finance Limited pursuant to which the Company will grant a charge over all of the issued shares that it holds in Four Seasons Health Care (Isle of Man) Limited to support its guarantee;
 - 1.5 a share pledge (the "**Four Seasons Health Care (England) Limited Share Pledge**") between (i) the Company and (ii) Scarlet Finance Limited pursuant to which the Company will grant a charge over all of the issued shares that it holds in Four Seasons Health Care (England) Limited to support its guarantee;
 - 1.6 a share pledge (the "**Four Seasons Health Care (Northern Ireland) Limited Share Pledge**") between (i) the Company and (ii) Scarlet Finance Limited pursuant to which the Company will grant a charge over all of the issued shares that it holds in Four Seasons Health Care (Northern Ireland) Limited to support its guarantee;

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(each of those documents being in such form as may be amended, supplemented, novated and/or replaced from time to time) together with the performance by the Company of other acts in connection with the acquisition of the shares and the financing of the acquisition.

WJ
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Editor/Amenda
for [signature]

FSHC (UK) Limited

Schedule 2 to the Statutory Declaration (155(6)(a)) dated 16 September 2004

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

1. by executing the Accession Deed the Company:
 - 1.1 guarantees to Scarlet Finance Limited the due and punctual performance of all the obligations of the Obligors (as defined in a facilities agreement dated 3 July 2004 (and as amended and restated on 17 August 2004) between Allianz Healthcare Beteiligungs GmbH, Rhyme (UK) Limited, Rhyme (Jersey) Limited and Scarlet Finance Limited (the "**Rhyme Facilities Agreement**") under the Finance Documents (as defined in the Rhyme Facilities Agreement) and agrees to pay on demand each amount due by the Obligors which is due but unpaid;
 - 1.2 grants an indemnity to Scarlet Finance Limited in respect of certain costs, expenses, liabilities and losses incurred.
2. by executing the Rhyme Debenture the Company:
 - 2.1 covenants to pay and discharge all monies and liabilities (whether actual or contingent) which are at the date of the Accession Deed or may at any time thereafter be due and payable under or in connection with the obligations of the Obligors under the Finance Documents;
 - 2.2 as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to Scarlet Finance Limited charges in favour of Scarlet Finance Limited:
 - 2.2.1 by way of first legal mortgage all the freehold and leasehold property now belonging to it (subject to certain exceptions detailed therein) other than where the same are not the subject of an effective legal mortgage by way of first fixed charge all present and future freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it;
 - 2.2.2 by way of first fixed charge:
 - (1) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of the Company's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;

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- (2) all moneys (including interest) from time to time standing to the credit of the Security Accounts with any bank, financial institution or other person and the debts represented by them;
- (3) to the extent the same are not effectively assigned:
 - (i) all rights and benefits in respect of the Insurances and all claims and returns of premiums in respect of the Insurances; and
 - (ii) all rights and benefits under each of the Assigned Agreements;
- (4) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it;
- (5) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (6) its present and future goodwill;
- (7) its present and future uncalled capital;
- (8) the benefit of any present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect of such present and future licences, permissions, consents and authorisations;
- (9) all Investments and Investment Rights held by it;
- (10) the Book Debts;
- (11) all its present and future Intellectual Property (to the extent that any Intellectual Property are not capable of being charged, whether by reason of lack of any third party consent which is required, or otherwise) assigns and agrees to assign in favour of Scarlet Finance Limited all its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which the Company may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property

2.2.3 by way of first legal mortgage all Group Shares held now or in the future by it and/or any nominee on its behalf (except that to the extent the same are not the subject of an effective legal mortgage by way of first fixed charge) and by way of first fixed charge all Group Share Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf;

2.2.4 by way of assignment of all its right, title, interest and benefit (if any) in or to;

- (1) the Insurances;
- (2) the Acquisition Documents;
- (3) the Company Intra-Group Loan Agreements; and
- (4) the Material Contracts

2.2.5 by way of first floating charge:

- (1) all its undertaking and assets of whatever type and wherever located both present and future, subject always to all mortgages, fixed charges and assignments created pursuant to the Rhyme Debenture subject to any exceptions detailed therein;
- (2) whether or not so mortgaged, charged or assigned all its undertaking and assets of whatever type both present and future located in or otherwise governed by the laws of Scotland;
- (3) whether or not mortgaged, charged or assigned all its undertaking and assets of whatever type both present and future located in or otherwise governed by the laws of Northern Ireland; and

whether or not so mortgaged, charged or assigned all its undertaking and assets of whatever type both present and future located in or otherwise governed by the laws of the Isle of Man

(where "**Material Contracts**", "**Group Shares**", "**Group Share Rights**", "**Book Debts**", "**Security Assets**", "**Assigned Agreements**", "**Security Accounts**", "**Fixtures**" and "**Secured Liabilities**" have the meaning given to them in the Rhyme Debenture and "**Company Intra-Group Loan Agreements**", "**Acquisition Documents**", "**Insurances**", "**Intellectual Property**", "**Investments**", "**Investment Rights**" have the meaning given to them in the Rhyme Facilities Agreement.

- 2.3 covenants that it will not create or permit to subsist any Security Interest (as defined in the Rhyme Debenture) over all or any part of its assets, rights or property or agree to do so other than pursuant to the Rhyme Debenture or any other Transaction Security Document (as defined in the Rhyme Facilities Agreement) or part with, grant or enter into a Lease (as defined in the Rhyme Debenture) of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights or property or any interest in them or agree to do so.
3. the Rhyme Debenture contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Finance Documents.



4. by executing the Four Seasons Health Care (Isle of Man) Limited Share Pledge, the Four Seasons Health Care (England) Limited Share Pledge and the Four Seasons Health Care (Northern Ireland) Limited Share Pledge the Company charges all the issued shares that it holds in Four Seasons Health Care (Isle of Man) Limited, Four Seasons Health Care (England) Limited and Four Seasons Healthcare (Northern Ireland) Limited respectively.
5. by executing the Inter-group Loan Agreement the Company will make a loan available to Rhyme (UK) Limited and Rhyme (Jersey) Limited to enable them to, amongst other things, repay borrowings by them under the Rhyme Facilities Agreement and to reduce liabilities incurred by them for the purpose of the acquisition of the holding company of the Company.

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p. 2015



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The Directors
FSHC (UK) Limited
Emerson Court
Alderley Road
Wilmslow
Cheshire
SK9 1NX

16 September 2004

Dear Sirs

Auditors' report to the directors of FSHC (UK) Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 16 September 2004 in connection with the proposal that the company should give financial assistance for the purchase of the company's ultimate holding company's ordinary shares.

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

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

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

KPMG LLP

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COMPANIES HOUSE

24/09/04



KPMG LLP,
KPMG LLP, a UK limited liability partnership,
is a member of KPMG International, a Swiss
cooperative

Registered in England No OC301540
Registered office:
8 Salisbury Square,
London EC4Y 8BB