

**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

02058177

Name of company

\*Insert full name  
of company

\* Healthcall Medical (Holdings) Limited (the *Company*)

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

We†

Robert Ian Burns of 6 Netherfield Road, Harpenden, Hertfordshire AL5 2AG;

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

Geoffrey Robert Stevens of Beech House, 3 Millhouses Court, Sheffield S11 9HZ;

David Lyon of 41 Park Avenue North, Harpenden, Hertfordshire AL5 2EE

Caroline Emma Roberts Thomas of 5 Broomsleigh Street, London NW6 1QQ;

Stephen Page of Oak Tree House, Berry Lane, Chorleywood, Hertfordshire, WD3 5EY

§Delete as  
appropriate

~~the sole director~~ [all the directors]§ of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

The business of this 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‡

This company is ~~the~~ [a] holding company of\*

Healthcall Services Limited

which is

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

in ~~this company~~ [

HCMS Limited

the holding company of this company.]§

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

FRESHFIELDS BRUCKHAUS  
DERINGER  
65 FLEET STREET, LONDON  
ENGLAND EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE

For official use  
General Section

Post room



LD4  
COMPANIES HOUSE

0393  
17/09/01

The assistance is for the purpose of [that acquisition][~~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 Appendix 1 attached

The assistance is to be given to: (note 2)

Nestor Healthcare Group PLC

The assistance will take the form of:

Please see Appendix 2 attached.

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

\*Delete as  
appropriate

Priam Limited (Company number 04261479)

The Colonnades

Beaconsfield Close

Hatfield

Hertfordshire AL10 8YD

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

Please see Appendix 3 attached.

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 £

Nil

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

Nil

Please do not  
write in  
this margin

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

† Delete either (a) or  
(b) as appropriate

The date on which the assistance is to be given is a date not more than eight weeks after the date of this statutory declaration

~~/~~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 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) ~~It is intended to commence the winding up of this company within 12 months of that date, and /we have formed the opinion that this 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 Milton Keynes

Declarants to sign below

on 

Day		Month		Year			
1	4	0	9	2	0	0	1

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.~~

### 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

**HEALTHCALL MEDICAL (HOLDINGS) LIMITED**

**Company number 02058177**

**(the *Company*)**

Number and class of shares acquired is 750,000,000 A Ordinary Shares of 1 pence each; 1,800,000 B Ordinary Shares of 1 pence each; 430,717 C Ordinary Shares of 1 pence each and 140,000 D Ordinary Shares of 1 pence each in the capital of HCMS Limited.

**HEALTHCALL MEDICAL (HOLDINGS) LIMITED****Company number 02058177****(the Company)**

1. Guarantee (the *Barclays Guarantee*) in connection with all moneys and liabilities which shall for the time being be due owing and incurred by Nestor Healthcare Group PLC and including the moneys outstanding under a committed revolving loan facility and a loan note guarantee facility of up to £45,000,000 (forty five million pounds sterling) made by a facility letter from Barclays Bank PLC (*Barclays*) to Nestor Healthcare Group PLC (the *Borrower*) which was accepted by the Borrower on 20 April 2001 and amended by an amendment letter dated 31st July 2001 (the *Barclays Facility*) a proportion of the monies borrowed under the Barclays Facility will be lent to Priam Limited in order to enable it to acquire all of the issued "A" Ordinary Shares, "B" Ordinary Shares, "C" Ordinary Shares and "D" Ordinary Shares in the capital of HCMS Limited (the ultimate holding company of the Company) in accordance with the terms of the sale and purchase agreement dated 2 August 2001, the C Offer dated 9 August 2001, the D Agreement dated 9 August 2001 and the Warrant Cancellation Agreement dated 9 August 2001 (as such terms are defined in the sale and purchase agreement).

2. Guarantee (the *NatWest Guarantee*) in connection with all moneys and liabilities which shall for the time being be due and owing and incurred by nestor Healthcare Group PLC and including the moneys outstanding under a revolving facility agreement of up to £50,000,000 (fifty million pounds) made by a facility letter from National Westminster Bank PLC (*NatWest*) to Nestor Healthcare Group PLC (the *Borrower*) which was accepted by the Borrower on 9th July 2001 and amended by an amendment letter dated 26 July 2001 (the *NatWest Facility*), a proportion of the monies borrowed under the Natwest Facility will be lent to Priam Limited in order to enable it to acquire all of the issued "A" Ordinary Shares, "B" Ordinary Shares, "C" Ordinary Shares and "D" Ordinary Shares in the capital of HCMS Limited (the ultimate holding company of the Company) in accordance with the terms of the sale and purchase agreement dated 2 August 2001, the C Offer dated 9 August 2001, the D Agreement dated 9 August 2001 and the Warrant Cancellation Agreement dated 9 August 2001 (as such terms are defined in the sale and purchase agreement).

**HEALTHCALL MEDICAL (HOLDINGS) LIMITED**

**Company number 02058177**

**(the *Company*)**

1. Under the terms of the Barclays Guarantee:
  - (a) Healthcall Services Limited guarantees the payment or discharge on demand to Barclays and undertakes that Healthcall Services Limited will as principal and not merely surety on demand in writing made on Healthcall Services Limited pay or discharge all moneys and liabilities which shall for the time being be due, owing or incurred by the Borrower to Barclays whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which may be charged by Barclays in the course of the business;
  - (b) Healthcall Services Limited is to pay all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery by Barclays of the moneys due to Barclays under the Barclays Guarantee;
  - (c) the Barclays Guarantee is to be a continuing security to Barclays;
  - (d) Barclays is at liberty at any time and from time to time at Barclays' absolute discretion to release discharge compound with or otherwise vary or agree to vary the liability under the Barclays Guarantee.
2. Under the terms of the NatWest Guarantee:
  - (a) Healthcall Services Limited guarantees payment on demand to NatWest of all liabilities of the Borrower to NatWest howsoever arising whether present future actual or contingent and whether incurred solely severally or jointly and as principal or surety and all liabilities of the Borrower to NatWest on account of interest or commission and banking charges and all legal and other costs and expenses incurred by NatWest;
  - (b) Healthcall Services Limited guarantees to pay NatWest interest on the amounts described in paragraph 2(a) above on demand until full discharge;
  - (c) NatWest may unilaterally renew, vary or determine any arrangement with the Borrower or with any other person secured in respect of the liabilities under the NatWest Facility and the NatWest Guarantee shall not be discharged;
  - (d) the NatWest Guarantee is to be a continuing security to NatWest.

**PricewaterhouseCoopers**  
West London Office  
Harman House  
1 George Street  
Uxbridge UB8 1QQ  
Telephone +44 (0) 1895 273333  
Facsimile +44 (0) 1895 274777  
Direct Fax 01895 274 744

The Directors  
Healthcall Medical (Holdings) Limited  
401 South Row  
Central Milton Keynes  
MK9 2PH

14 September 2001

Dear Sirs

**Auditors' report to the directors of Healthcare Medical (Holdings) Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Healthcall Medical (Holdings) Limited ('the Company') dated 14 September 2001 in connection with the proposal that the Company's subsidiary undertaking, Healthcall Services Limited, should give financial assistance for the purchase of the whole of the share capital of the Company's holding company, HCMS Limited.

**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



PricewaterhouseCoopers

*Chartered Accountants and Registered Auditors*