

155(6)a

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

Company number

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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02413426

Name of company

* Moore Health Care Limited

X_{We} See Appendix A

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

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

The business of the company is:

for that of a nondeposited bank licensed institution within the meaning of the Banking Act, 1978.

[illegible]

~~insurance business to be tried in court~~

(c) something other than the above§

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

~~XXXXXXXXXXXXXXXXXXXX~~ [Company No. 03215955] ~~XXXXXXXXXXXXXXXXXXXX~~ The S.A.F.A. Group Limited (Company No. 03215955)

The assistance is for the purpose of [that acquisition] ~~producing or discharging a liability incurred for the~~

XXXXXXXXXXXXXXXXXXXX

The number and class of the shares acquired or to be acquired is: See Appendix B

For official Use
General Section

AF660557

LD3
COMPANIES HOUSE

0224
18/11/03

The assistance is to be given to: (note 2) Healthcare Enterprise Group PLC (Company No. 03627383)
(whose registered office is at Kempson House, Camomile Street, London EC3A 7AN).

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:

See Appendix C.

The person who ~~[has acquired]~~ ^{XXXXXXXXXX} will acquire[†] the shares is:

[†] delete as
appropriate

Healthcare Enterprise Group PLC (Company No. 03627383) whose registered office is at Kempson
House, Camomile Street, London EC3A 7AN

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

See Appendix D.

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 See Appendix E.

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

~~X~~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) [I/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 Norton Rose, Kempson House,
Camomile Street, London, EC3A 7AN

Declarants to sign below

Day Month Year
on 13 11 2003

before me NICHOLA JEVEX *Nich*

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

[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 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

Moore Health Care Limited

(Company No. 02413426)

(the "Company")

Appendix A

The names and addresses of all the directors of the Company are as follows:

Stuart Bruck
416 31st Street
Manhattan Beach
California 90266
USA

Lyndon Gaborit
28 Welbeck Street
London W1G 8EW

Gordon Wood
Afton House
School Lane
Roby Mill
Upholland
WN8 0QR

Kenneth Denos
10421 South Rosburg Drive
Riverton
Utah 84065
USA

This is the Appendix A referred to in Form 155(6)a declared by the directors of the Company on 13 November 2003. Any of the above persons that have not signed the form to which this Appendix A is attached (the "**Form**") has made a statutory declaration in identical terms to the terms of this Form by signing a separate form on the same date as this Form.

Moore Health Care Limited

(Company No. 02413426)

(the "Company")

Appendix B

The number and class of the shares to be acquired is:

100,000 ordinary shares

20,833 preferred ordinary shares

775,000 preference shares

40,278 A ordinary shares

1,655 deferred shares

This is the Appendix B referred to in Form 155(6)a declared by the directors of the Company on 13 November 2003.

Moore Health Care Limited

(Company No. 02413426)

(the "Company")

Appendix C

In this Statutory Declaration (including Appendices C and D) the following expressions have the following meanings:

"Barclays" means Barclays Bank PLC (Company No. 01026167);

"CAS Master Agreement" means the agreement to be entered into on or about 14 November 2003 between the Obligors and Barclays containing the terms and conditions of certain netting arrangements to be applied to the accounts of the Obligors under a Barclays composite accounting system;

"CAS Guarantee" means the guarantee to be entered into on or about 14 November 2003 by the Obligors in favour of Barclays pursuant to which the Obligors agree, inter alia, to guarantee the payment to Barclays of amounts owed by each other Obligor under or pursuant to the CAS Master Agreement;

"Facilities Agreement" means the facilities agreement dated 18 October 2003 entered into between the Parent (1) and Barclays (2) pursuant to which Barclays agreed to make available to the Parent secured term loan facilities in an amount of up to £2,750,000 together with confidential invoice discounting facilities to Industrial Pharmaceutical Service Limited and S.A.F.A. Limited of up to £750,000;

"Guarantee and Debenture" means the guarantee and debenture to be entered into on or about 14 November 2003 between each of the Obligors (1) and Barclays (2);

"Indebtedness" means any obligation for the payment or repayment by the Company or any of the Obligors of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not Barclays was a party to the original transaction, and including principal, interest, commission, fees and other charges;

"Intra-Group Loan Agreement" means the intra-group loan agreement to be entered into on or about 14 November 2003 between, among others, the Parent and the Company;

"Obligors" means the Company, the Parent, The S.A.F.A. Group Limited (Company No. 03215955), S.A.F.A. Limited (Company No.00894639), Industrial Pharmaceutical Service Limited (Company No. 03876927) and Chaincroft Limited (Company No. 00728280);

"Overdraft Letter" means an overdraft facility letter to be entered into on or about 14 November 2003 between the Obligors and Barclays pursuant to which Barclays agrees to make available to the Obligors an overdraft facility up to a maximum amount of £2,550,000 together with ancillary facilities totalling £630,000 to be made available in accordance with the terms of the CAS Master Agreement;

"Parent" means Healthcare Enterprise Group PLC, a company incorporated in England and Wales (Company No. 03627383);

"SAFA Group Acquisition" means the acquisition by the Parent of the entire issued share capital of The S.A.F.A. Group Limited pursuant to the SAFA Group Share Purchase Agreement to be completed on or about 14 November 2003;

"SAFA Group Share Purchase Agreement" means the agreement dated 18 October 2003 entered into between, among others, the Parent and the Sellers; and

"Sellers" has the meaning given to it in the SAFA Group Share Purchase Agreement.

The Company is proposing to give financial assistance in connection with the acquisition by the Parent of the entire issued share capital of The S.A.F.A. Group Limited pursuant to the SAFA Group Share Purchase Agreement.

The assistance will take the form of the execution, delivery and performance by the Company of:

- 1 the Guarantee and Debenture pursuant to which the Company, *inter alia*;
 - (a) covenants and guarantees to Barclays that it will on demand by Barclays in writing pay or discharge all Indebtedness now or in the future due, owing or incurred by it or any of the other Obligors (which Indebtedness includes monies, obligations and liabilities incurred by the Parent for the purposes of the SAFA Group Acquisition to which this Form relates);
 - (b) gives certain indemnities in favour of Barclays; and
 - (c) grants fixed and floating charges over all of its assets and undertakings in favour of Barclays as security for the payment and discharge to Barclays of all the Indebtedness including, without limitation, the guarantee and indemnities referred to in (a) and (b) above;

Accordingly, the assistance is for the purpose of the SAFA Group Acquisition

- 2 the Intra-Group Loan Agreement pursuant to which the Company, together with each of the other Obligors agree to make available to the Parent advances to enable the Parent to, among other things, discharge amounts outstanding by way of principal and interest under the Facilities Agreement (which amounts include monies, obligations and liabilities incurred by the Parent for the purposes of the SAFA Group Acquisition to which this Form relates). Accordingly, the assistance is for the purpose of the SAFA Group Acquisition;
- 3 the CAS Master Agreement pursuant to which the Company and the other Obligors, *inter alia*, irrevocably authorise Barclays in its sole discretion to pay and apply all or part of any money standing to the credit of any Obligor bank account with Barclays in or towards discharge of all or such part of any Indebtedness to Barclays on the same or any other Obligor's bank account. The operation of such CAS Master Agreement could result in the discharge of amounts outstanding by way of principal and interest under the Facilities Agreement (which amounts include monies, obligations and liabilities incurred by the Parent for the purposes of the SAFA Group Acquisition to which this Form relates). Accordingly, the assistance is for the purpose of the SAFA Group Acquisition;
- 4 the CAS Guarantee pursuant to which the Company, *inter alia*, guarantees to Barclays that it will on demand by Barclays in writing pay or discharge all Indebtedness now or in the future due, owing or incurred by it or any of the Obligors (which Indebtedness includes monies, obligations and liabilities incurred by the Parent for the purposes of the SAFA Group Acquisition to which this Form relates). Accordingly, the assistance is for the purpose of the SAFA Group Acquisition;
- 5 the Overdraft Letter pursuant to which the Company, *inter alia*, agrees to borrow funds by way of overdraft and ancillary facilities which could be used to discharge amounts outstanding by way of principal and interest under the Facilities Agreement (which amounts include monies, obligations and liabilities incurred by the Parent for the purposes of the SAFA Group Acquisition to which this Form relates). Accordingly, the assistance is for the purpose of the SAFA Group Acquisition;

This is the Appendix C referred to in Form 155(6)a declared by the directors of the Company on 13 November 2003.

Moore Health Care Limited

(Company No. 02413426)

(the "Company")

Appendix D

All capitalised terms in this Appendix D shall have the meaning given to them in Appendix C.

- 1 By entering into the Guarantee and Debenture the Company, *inter alia*:
 - (a) covenants that it will pay or discharge to Barclays on its demand in writing all Indebtedness now or in the future, due owing or incurred by the Company in any manner;
 - (b) covenants and guarantees to Barclays that it will on demand by Barclays in writing pay or discharge all Indebtedness now or in the future due, owing or incurred by it or any of the other Obligors;
 - (c) gives certain indemnities in favour of Barclays; and
 - (d) grants fixed and floating charges over all of its assets and undertakings in favour of Barclays as security for the payment and discharge to Barclays of all the Indebtedness including, without limitation, the guarantee and indemnities referred to in (a) and (b) above;
- 2 By entering into the Intra-Group Loan Agreement, the Company, together with each of the other Obligors, agrees to make advances available to the Parent to enable the Parent to, among other things, discharge amounts outstanding by way of principal and interest under the Facilities Agreement.
- 3 By entering into the CAS Master Agreement the Company, *inter alia*:
 - (a) irrevocably authorises Barclays in its sole discretion to pay and apply all or part of any money standing to the credit of any Obligor bank account with Barclays in or towards discharge of all or such part of any Indebtedness to Barclays on the same or any other Obligor's bank account;
 - (b) agrees that interest shall be paid at the rate and time notified to the Parent by Barclays from time to time; and
 - (c) agrees to give the CAS Guarantee.
- 4 By entering into the CAS Guarantee the Company, *inter alia*:
 - (a) guarantees to Barclays that it will on demand by Barclays in writing pay or discharge all Indebtedness now or in future due, owing or incurred by it or any of the other Obligors;
 - (b) gives certain indemnities in favour of Barclays; and
 - (c) agrees that once the CAS Guarantee becomes enforceable Barclays may transfer all or any money standing to the credit of the Company in or towards satisfaction of any liability of the Company under the CAS Guarantee.
- 5 By entering into the Overdraft Letter the Company, *inter alia*:
 - (a) agrees that all money owing by the Company under the Overdraft Letter shall be repayable on written demand by Barclays at any time; and

- (b) agrees that any money not paid following a demand for payment shall continue to carry interest and if not paid such interest shall be compounded.

This is the Appendix D referred to in Form 155(6)a declared by the directors of the Company on 13 November 2003.

Moore Health Care Limited

(Company No. 02413426)

(the "Company")

Appendix E

The date on which the assistance is to be given is any one or more dates falling on or after 13 November 2003 but no later than the date falling 8 weeks after the date of this Statutory Declaration.

This is the Appendix E referred to in the Form 155(6)a declared by the directors of the Company on 13 November 2003.

**AUDITORS' REPORT TO THE DIRECTORS OF MOORE HEALTH
CARE LIMITED (THE COMPANY) PURSUANT TO SECTION 156(4)
OF THE COMPANIES ACT 1985**

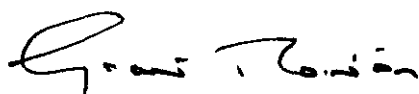
We have examined the attached statutory declaration of the directors dated 13 November 2003 in connection with the proposal that the Company should give financial assistance for the purchase of the entire share capital of the The S.A.F.A Group Limited.

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.



GRANT THORNTON
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS
LONDON

13 November 2003

**REPORT BY THE AUDITORS OF MOORE HEALTH CARE
LIMITED (THE COMPANY) TO BARCLAYS BANK PLC (THE
BANK)**

This report is given in connection with the proposed arrangement whereby the Company will give financial assistance for the purchase of the entire share capital of The S.A.F.A. Group Limited, particulars of which are given in the statutory declaration made this day by the directors pursuant to section 155(6) of the Companies Act 1985 (the Act).

The purpose of this report is to assist the bank 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.

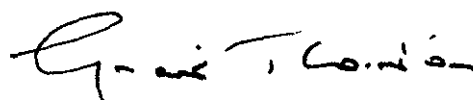
BASIS OF OPINION

We have examined the board memorandum dated 13 November 2003 (a copy of which is attached, initialled by us for the purpose of identification) for which the directors are solely responsible and have enquired into the Company's state of affairs so 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 Act.

We confirm that at the close of business on 13 November 2003 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.

OPINION

We are not aware of anything to indicate that the opinion expressed in the board memorandum is unreasonable in all the circumstances.



GRANT THORNTON
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS
LONDON

13 November 2003