

Oyez

CHFP041

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 block lettering

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

For official use

Company number

03272527

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

Name of company

* Euromed Limited

*Insert full name
of company

~~W~~ John Alan Fritz, 31 Lancaster Mews, London, W2 3QE
Fiona Begley, 10 Barley Mead, Maidenhead, Berkshire SL6 3TE
Keith Tozzi, Littleworth House, Littleworth Lane, Partridge Green, Horsham,
West Sussex RH13 8JF
William Shone, Cleremont House, Brandon Road, Methwold, Norfolk IP26 4RJ

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

† 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

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

~~that of a person authorised under section 3 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)~~

Euromed 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
10,000 Ordinary Shares

Presentor's name address and
reference (if any)

Jones Day
21 Tudor Street
London
EC4Y 0DJ
DX 67 - London/Chancery

For official Use (1)
General Section

FRIDAY



A19

A0J50OVH
20/04/2007
COMPANIES HOUSE

656

The assistance is to be given to (note 2)

Concateno PLC (Company Number 05396234) 20 Blackfriars Lane, London, EC3V 6HD
Barclays Bank PLC One Churchill Place, London E14 5HP

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

Please see schedule 1 attached

The person who ~~has acquired~~ [will acquire]† the shares is
Concateno PLC (Company Number 05396234) 20 Blackfriars Lane, London, EC3V 6HD

† Delete as
appropriate

The principal terms on which the assistance will be given are

Please see schedule 2 attached

The amount of cash to be transferred to the person assisted is £ nil at the date hereof but subject to
any amounts up to a maximum of
£10,000,000 to be transferred under the
Intra Group Loan Agreement

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

CO155(6)(a)/2

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

~~I~~/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) ~~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

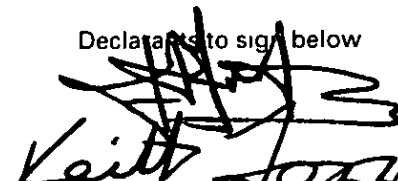
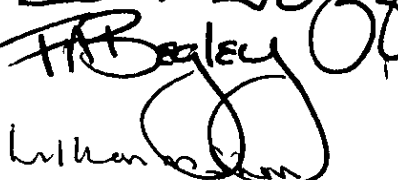
Declared at

21 Tudor Street
London EC4


Day Month Year

on 3 0 0 3 2 0 0 7

Declarant to sign below


Keith Jones

T. R. Bailey

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 auditor's 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

Schedule 1 to the Statutory Declaration of Euromed Limited (the "Company")
dated 30 March 2007

The assistance will take the form of the execution, delivery and performance by the Company, in connection with the purchase of the entire issued share capital of the Company by Concateno PLC (the "**Parent**") (the "**Acquisition**") of its obligations under the following documents as amended, novated, supplemented or substituted from time to time

- (a) an accession letter (the "**Facilities Accession Letter**") to a syndicated facilities agreement dated 26 October 2006 made between (1) the Parent (as parent, original borrower and original guarantor) and (2) Barclays Bank PLC as mandated lead arranger, original lender, agent of the other Finance Parties (as defined therein) and security trustee (the "**Agent**") as amended from time to time and as to be further amended pursuant to the terms of a third amendment and restatement agreement between (1) the Parent (2) Barclays Bank PLC (3) Medscreen Limited (4) Medscreen Holdings Limited (5) Altrix Healthcare Limited and (6) Tricho-Tech Limited (the "**Third Amendment Agreement**") (the "**Facilities Agreement**"),
- (b) a debenture to be entered into between (1) the Company and (2) the Security Trustee (the "**Debenture**"), and
- (c) an intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be entered into by (1) the Parent as borrower and (2) the Company as lender,

together with performance by the Company of other acts in connection with the Acquisition which reduce or discharge the liability incurred for the purpose of the Acquisition

Schedule 2 to the Statutory Declaration of Euromed Limited (the "Company")
dated 2007

The principal terms on which the assistance will be given are as follows

1 The Acquisition

The Parent has utilised the funds available pursuant to the Facilities Agreement (in part) for the purposes of, amongst other things, financing the Acquisition

2 The Facility Agreement

The Company is required to execute the Facilities Accession Letter and accede to the terms of the Facilities Agreement as an Additional Obligor (as defined therein) and thereby irrevocably and unconditionally

- (a) guarantee to each Finance Party (as defined therein) punctual performance by each Obligor (as defined therein) (other than itself) of all that Obligor's obligations under the Finance Documents (as defined therein),
- (b) undertake with each Finance Party that whenever an Obligor (other than itself) does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor, and
- (c) indemnify each Finance Party in respect of certain costs, losses or liabilities suffered by that Finance Party if any obligation guaranteed by the Company is or becomes unenforceable or illegal

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

3 The Debenture

- (a) The Company is required to execute the Debenture and to grant the security as set out therein
- (b) Under the terms of the Debenture the Company covenants in favour of the Agent in its role as security trustee to pay and discharge the secured liabilities being all present and future indebtedness obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone whether as principal or surety or in any other capacity whatsoever) of the Company to any the Beneficiaries (as defined therein) under or pursuant to any Finance Document
- (c) By executing the Debenture, the Company will, amongst other things, charge and agree to charge all its present and future right, title and interest in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest
 - (i) by way of first fixed charge by way of legal mortgage the property (if any) specified in Schedule 1 of the Debenture,
 - (ii) by way of first fixed charge

- (A) all real property and all rights relating thereto not effectively charged under clause 3(c)(i) above,
 - (B) the Book Debts (as defined therein),
 - (C) the Intellectual Property (as defined therein),
 - (C) the Plant and Machinery (as defined therein),
 - (D) the Shares and Derivative Assests (as defined therein),
 - (D) all goodwill and uncalled capital for the time being of the Company,
- (d) By executing the Debenture, the Company will also
 - (i) assign, and agree to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to
 - (A) the Rent (as defined therein), and
 - (B) the Contracts (all defined therein,
 - (ii) charge, and agree to charge, by way of first floating charge all its present and future assets and undertaking (wherever located) which is not effectively charged by way of legal mortgage, first fixed charge or assigned pursuant to paragraphs 3(c)(i), 3(c)(ii), 3(d)(i) or any other provision of the Debenture
- (e) The security granted by the Company under the Debenture will be
 - (i) continuing, and will extend to the ultimate balance of all Secured Liabilities (as defined therein) regardless of any intermediate payment or discharge,
 - (ii) in addition to any other security the Agent in its role as security trustee may have for the Secured Liabilities, and
 - (ii) immediately enforceable if an Event of Default (as defined therein) occurs After it has become enforceable, the Security Agent has the absolute discretion to enforce all or any part of the security in such manner as it sees fit
- (f) Negative Pledge

Except as expressly permitted under the Finance Documents, the Company agrees that it will not do or agree to do any of the following without the prior written consent of the Agent in its role as Security Trustee

 - (i) create, purport to create or allow to subsist, any Security Interest (as defined in the Debenture) over the whole or any part of the property charged or purported to be charged by the Debenture (the **"Charged Property"**) except for any Permitted Security Interest (as defined in the Debenture),
 - (ii) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property,
 - (iii) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

- (iv) do, cause or permit to be done anything which may in the opinion of the Agent in its role as security trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Agent in its role as security trustee (whether monetary or otherwise) of the whole or any part of the Charged Property, or
- (v) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture

(g) **Further Assurances**

The Company agrees that

- (i) forthwith, at any time if required by the Agent in its role as security trustee, at its own expense execute and deliver to it such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Agent in its role as security trustee may in its discretion reasonably require of the whole or such part of the Charged Property as the Agent in its role as security trustee may specify, in such form as the Agent in its role as security trustee may in its discretion reasonably require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the the Agent in its role as security trustee, its nominee or in any purchaser of the Charged Property,
- (ii) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the the Agent in its role as security trustee, and
- (iii) pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture

(h) **Costs**

The Company shall on demand pay to the the Agent in its role as security trustee or discharge all the Costs (as defined therein) payable by it pursuant to the Debenture on a full and unlimited indemnity basis and if the Company fails to perform certain of the covenants under the Debenture the Agent in its role as security trustee may perform those covenants and the Company shall reimburse the Agent in its role as security trustee for any Costs incurred in connection therewith on demand

4 Intra Group Loan Agreement

The Company also intends to execute the Intra Group Loan agreement and by doing so will agree to make available loans in a maximum aggregate amount of £10,000,000 on the terms set out therein

5 Ancillary documents

The Company may also be required to execute other resolutions, notes, deeds, agreements, consents, forms, letters, notices, certificates, acknowledgements, instructions and other documents (whether of a like nature or not) ancillary to, and to give effect to, the agreements mentioned in paragraphs 2 - 4 (inclusive) above



KPMG LLP
Transaction Services
Arlington Business Park
Theale
Reading RG7 4SD
United Kingdom

Tel +44 (0) 118 964 2000
Fax +44 (0) 118 964 2577
DX 146800 (Theale) 2

Private & confidential

The Directors
Euromed Limited
Mimet House
5A Praed Street
London
W2 1NJ

30 March 2007

Dear Sirs

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

We have examined the attached statutory declaration of the directors dated 30 March 2007 in connection with the proposal that the company should give financial assistance for the purchase of the company's ordinary shares by Concateno Plc

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

KPMG LLP
Registered Auditor



COMPANIES HOUSE