

155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

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

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04026992

Name of company

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

*
General Healthcare Holdings (2) Limited

Insert full name
of company

I/We

Stephen John Collier, 180 Kennington Park Road, Kennington, London SE11 4BT

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

Jonathan Simpson-Dent, 78 Hotham Road, Putney, London SW15 1QP

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 the company is:

Delete whichever
is inappropriate

- (a) ~~that of a recognised bank or licensed institution within the meaning of the Banking Act 1979~~
(b) ~~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 ~~the~~ [a] holding company of* BMI Healthcare Scotland Limited

(Company Number SC158515) (the *Subco*)

which is

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

in ~~this company~~ General Healthcare Group Limited (Company Number 04026079)

the holding company of this company.] †

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE [Alen Mischkulnig]

For official Use (02/06)
General Section



Post room



LD2
COMPANIES HOUSE

436
23/10/2006

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

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

Ordinary A - 896,000 of £1, Ordinary R - 104,000 of £0.1, Ordinary T - 104,000 of £0.9

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

The assistance is to be given to: (note 2) Pedalclip Limited (Company Number 05740193)

The assistance will take the form of:

Please see attachment 1

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

Pedalclip Limited (Company Number 05740193)

† Delete as
appropriate

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

Please see attachment 2

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 £ Please see attachment 3

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 within 8 weeks of today's date.

~~1/~~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)

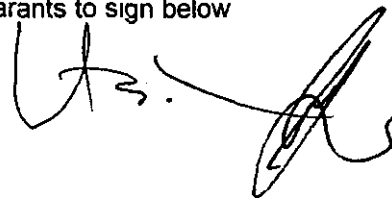
(a) ~~1/~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

~~(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 ~~1/~~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 65 Fleet Street
London EC4Y 1HS

Declarants to sign below

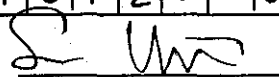


Day Month Year

on

2	7	0	9	2	0	0	6
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before me

 (SAM HOEXTGER)

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

The assistance will take the form of the execution, delivery and performance of the documents and transactions listed below to which Subco is a named party:

- (a) the terms of a £315,000,000 senior facilities agreement dated on or around 27 September 2006 and made between, amongst others, Pantomime Propco 1 Limited (as the Parent), the companies listed therein as Original Borrowers and Original Guarantors including Subco, the financial institutions listed therein as Original Lenders and Mandated Lead Arrangers and Barclays Bank PLC (as Agent, Security Trustee and Issuing Bank) (the *Senior Facilities Agreement*) under which the Obligors will grant guarantees and indemnities to the Finance Parties (as each term is defined in the Senior Facilities Agreement);
- (b) the terms of the intercreditor deed to be entered into on or about the Closing Date and made between, amongst others, Pantomime Propco 1 Limited, Pedalclip Limited, the Original Borrowers, Original Guarantors, Senior Lenders and Intra-Group Creditors as listed therein, Barclays Bank PLC Agent and Security Trustee, the Hedging Banks (upon accession) and certain others (the *Intercréditor Deed*) (as each term is defined in the Intercréditor Deed) whereby Subco enters into priority and subordination arrangements;
- (c) the terms of the English law debenture to be entered into by General Healthcare Group Limited, General Healthcare Holdings (2) Limited, General Healthcare Holdings (3) Limited, Amicus Healthcare Limited, BMI Mount Alvernia Hospital Limited, GHG Intermediate Holdings Limited, Bishopswood SPV Limited, Runnymede SPV Limited, South Cheshire SPV Limited, BMI Healthcare Limited, Amicus Healthcare Leasing Limited, GHG Leasing Limited, BMI Healthcare Scotland Limited, Albyn Hospital Limited and Fernbrae Hospital Limited on or about the Closing Date pursuant to the terms of the Senior Facilities Agreement in favour of Barclays Bank PLC as Security Trustee (the *Debenture*) under which the above companies will grant fixed and floating charges over all its assets and undertakings present and future by way of security for its obligations under the Senior Facilities Agreement;
- (d) the terms of a draft Scots law floating charge to be granted by BMI Healthcare Scotland Limited, Albyn Hospital Limited and Fernbrae Hospital Limited in terms of which Subco would grant a floating charge over all its assets and undertakings, present and future, in favour of Barclays Bank PLC (as security trustee) for its obligations under the Opco Facility (the *Scottish Floating Charge*);
- (e) the terms of draft Scots law shares pledges to be granted by BMI Healthcare Scotland Limited pursuant to which Subco would pledge and assign by way of security in favour of Barclays Bank PLC (as security trustee) for its obligations under the Opco Facility its entire right, title and interest (present and future) in and to the shares of Albyn Hospital Limited and Fernbrae Hospital Limited (the *Shares*) and grant certain undertakings and warranties to Barclays Bank PLC (as security trustee) in respect of the Shares (the *BMI Healthcare Shares Pledges*);
- (f) the terms of draft Scots law shares pledges to be granted by BMI Healthcare Limited pursuant to which Subco would pledge and assign by way of security in favour of

Barclays Bank PLC (as security trustee) for its obligations under the Opco Facility its entire right, title and interest (present and future) in and to the shares of BMI Healthcare Scotland Limited (the **BMI Shares**) and grant certain undertakings and warranties to Barclays Bank PLC (as security trustee) in respect of the BMI Shares.(the **BMI Shares Pledge** together with the BMI Healthcare Shares Pledges, the **Shares Pledges**);

- (g) the intercompany loan from each of BMI Healthcare Limited, BMI Mount Alvernia Limited, Amicus Healthcare Leasing Limited, Albyn Hospital Limited and Fernbrae Hospital Limited as lenders to Pedalclip Limited as borrower on or about the date of first drawing of the Opco Facility (the **Pedalclip Loans**); and
- (h) the intercompany loan from BMI Healthcare Limited as lender to General Healthcare Holdings (3) Limited as borrower on or about the date hereof (the **GHH3 Loan** together with the Senior Facilities Agreement, the Intercreditor Deed, the Debenture, the Scottish Floating Charge, the Shares Pledges and the Pedalclip Loans, the **Transactions**),

by the performance of any other acts (including, without limitation, the payment of all fees to professionals, third parties and others in connection with the acquisition of ordinary shares in General Healthcare Group Limited (the **Acquisition**) or the execution of any other documents (as the same shall be amended, supplemented, novated and/or replaced from time to time) ancillary or otherwise relating to the Transactions.

Terms defined in Attachment 1 shall have the same meaning in Attachment 2.

The below paragraphs only apply if Subco is a named party in the documents and transactions listed below.

1. By executing the Senior Facilities Agreement Subco irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, Subco must immediately on demand pay that amount as if it was the principal obligor;
- (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by Subco is or becomes unenforceable, invalid or illegal; and
- (d) undertakes to permit a Finance Party to set off any material obligations due from an Obligor against any material obligation owed by the Finance Party.

Defined terms used in this Appendix have the meaning given to them in the Senior Facilities Agreement.

2. By executing the Intercreditor Deed Subco will covenant to pay the amounts owing under the Finance Documents and will agree to the order of ranking and priority for the repayment of the Indebtedness and subordination of the Intra Group Debt. In particular Subco as an Obligor will indemnify each Hedging Bank in respect of payment in full of the Hedging Debt.

3. By executing the Debenture in favour of Barclays Bank PLC as Security Trustee (the *Security Trustee*) Subco (amongst other things):

- (a) as primary obligor covenants with the Security Trustee that it will on demand pay the Indebtedness which is due and unpaid;
- (b) as beneficial owner and with full title guarantee charges in favour of the Security Trustee all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (c) undertakes to, at its own expense, promptly following request by the Security Trustee do all such acts, execute such deeds and other documents and otherwise take whatever action the Security Trustee may require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby;
- (d) permit the Security Trustee and each Secured Party to set off any matured obligations due from Subco against any matured obligation owed by that Secured Party to Subco, regardless of the place of payment, booking branch or currency of either obligation.

Indebtedness means all money or liabilities due, owing or incurred to any Secured Party by Subco as Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985.

Defined terms used in the above paragraph have the meaning given to them in the Debenture.

4. By executing the Scottish Floating Charge in favour of Barclays Bank PLC as Security Trustee (the **Security Trustee**) Subco (amongst other things):

- (a) as primary obligor covenants with and undertakes to the Security Trustee that it will on demand pay the Indebtedness which is due and unpaid;
- (b) as owner and with absolute warrandice grants in favour of the Security Trustee a floating charge over all its assets and undertakings, present and future, by way of security for the payment, discharge and performance of such outstandings;
- (c) undertakes to, at its own expense, promptly following request by the Security Trustee do all such acts, execute such deeds and other documents and otherwise take whatever action the Security Trustee may require for perfecting or protecting the security intended to be created by the Scottish Floating Charge over the assets secured thereby including the grant in favour of the Security Trustee of such standard securities, assignments and pledges over any of its assets situated in Scotland or governed by Scots law as the Security Trustee may from time to time require and in the form required by the Security Trustee;
- (d) permit the Security Trustee and each Secured Party to set off any matured obligations due from Subco against any matured obligation owed by that Secured Party to Subco, regardless of the place of payment, booking branch or currency of either obligation.

Indebtedness means all money or liabilities due, owing or incurred to any Secured Party by Subco as Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985.

Defined terms used in the above paragraph have the meaning given to them in the Debenture.

5. By executing the Shares Pledges in favour of Barclays Bank PLC as Security Trustee (the **Security Trustee**) Subco (amongst other things):

- (a) as primary obligor covenants with and undertakes to the Security Trustee that it will on demand pay the Indebtedness which is due and unpaid;
- (b) pledges and assign by way of security in favour of the Security Trustee its entire right, title and interest (present and future) in, in the case of BMI Healthcare Limited, the BMI Shares and, in the case of BMI Healthcare Scotland Limited, the Shares and

grants certain undertakings and warranties to the Security Trustee in respect of, in the case of BMI Healthcare Limited, the BMI Shares and, in the case of BMI Healthcare Scotland Limited, the Shares.

Indebtedness means all money or liabilities due, owing or incurred to any Secured Party by Subco as Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985.

Defined terms used in the above paragraph have the meaning given to them in the Debenture.

6. It was proposed that each of BMI Healthcare Limited, BMI Mount Alvernia Limited, Amicus Healthcare Leasing Limited, Albyn Hospital Limited and Fernbrae Hospital Limited make an intercompany loan or loans to Pedalclip Limited (i.e. the Pedalclip Loans as defined above). Due to the upstream nature of the Pedalclip Loans, they could constitute unlawful financial assistance in the context of the Acquisition.

7. It was proposed that BMI Healthcare Limited make an intercompany loan to General Healthcare Holdings (3) Limited (i.e. the GHH3 Loan as defined above). As this loan is made in the context of the Acquisition, it could constitute unlawful financial assistance.

Terms defined in Attachments 1 and 2 shall have the same meaning in Attachment 3.

Paragraph 1 is only applicable if Subco is BMI Healthcare Limited, BMI Mount Alvernia Limited, Amicus Healthcare Leasing Limited, Albyn Hospital Limited and Fernbrae Hospital Limited and paragraph 2 is only applicable if Subco is BMI Healthcare Limited.

1. Such amounts as Subco is required to advance in accordance with the Pedalclip Loans and:
 - (a) for BMI Healthcare Limited, approximately £1,539,161,000;
 - (b) for BMI Mount Alvernia Limited, approximately £56,885,000;
 - (c) for Albyn Hospital Limited, approximately £26,406,000;
 - (d) for Amicus Healthcare Leasing Limited, approximately £22,818,000; and
 - (e) for Fernbrae Hospital Limited, approximately £3,187,000.
2. Such amounts as Subco is required to advance in accordance with the GHH3 Loan and for BMI Healthcare Limited approximately £5,000,000.

Deloitte

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF GENERAL HEALTHCARE HOLDINGS (2) LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 27 September 2006 in connection with the proposal that the Company's subsidiary BMI Healthcare Scotland Limited should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the purchase of all of the issued share capital of the Company's holding company General Healthcare Group Limited.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section 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, for our work, for this report, or for the opinions that we have formed.

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.

Deloitte & Touche LLP

Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
London
27 September 2006