

G

CHFP004

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

02535852

Note

Please read the
notes on page 3
before completing
this form

• insert full name of
company

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

Name of company

* Beech House (Partington) Limited

We ^d GEORGE KHANIJAU of
22 LAKESIDE ROAD, LYMM, CHESHIRE, WA13 0QE and SANDEEP GUPTA on behalf
of CHESTNUT HOUSE NURSING HOME LIMITED of CHESTNUT HOUSE,
HAWARDEN ROAD, HOPE, WREXHAM, FLINTSHIRE, LL12 9NH

† delete as
appropriate

†

• delete whichever
is inappropriate

all the directors of the above company do solemnly and sincerely declare that

The business of the company is

~~any other business or activity which is not the business of the company or~~
~~any other business or activity which is not the business of the company or~~

(c) something other than the above

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

The assistance is for the purpose of that acquisition

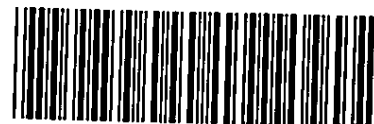
The number and class of the shares acquired or to be acquired is
99 £1 Ordinary shares and 1 £1 Ordinary A share

Presenter's name address and
reference (if any)

For official Use (02/06)
General Section

Post room

THURSDAY



A19

APKNQXSL

06/03/2008

COMPANIES HOUSE

312

The assistance is to be given to (Note 2) Rosewood Health Care Limited of
Mitchell Charlesworth, Victoria House, 488 Knutsford Road, Warrington,
Cheshire, WA4 1DX.

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

1. The execution and delivery by the Company by way of a Legal Charge (**Legal Charge**) proposed to be entered into by the Company in favour of the Royal Bank of Scotland plc
2. The execution and delivery by the Company of a Debenture (**Debenture**) proposed to be entered into by the Company in favour of the Royal Bank of Scotland plc.
- 3 The execution and delivery by the Company of an Unlimited Inter-Company Guarantee with accession (**Guarantee**) proposed to be entered into by the Company in favour of the Royal Bank of Scotland plc.
4. The entry by the Company into compromise agreements with Lorraine Cockburn and Peter McDermott requiring the Company to pay the Termination Payment (as defined in said compromise agreements)
- 5 The sums due and payable to the Sellers being the debtors funds and being payable within six months of Completion as deferred consideration

The person who will acquire the shares is †
Rosewood Health Care Limited of
Mitchell Charlesworth, Victoria House, 488 Knutsford Road, Warrington, Cheshire, WA4 1DX

† delete as
appropriate

The principal terms on which the assistance will be given are

Please see Rider A

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

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

The date on which the assistance is to be given is _____

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

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
- (b)

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 LYMM, CHESHIRE

Declarants to sign below

on

| Day | Month | Year |
|-----|-------|------|
| 27 | 02 | 2008 |

before me [Signature]

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

HOWARD FITTON
SOLICITOR
HOWARD FITTON SOLICITORS
THE DINGLE
LYMM
CHESHIRE
WA13 0AE
TEL 01925 757585
FAX 01925 757535

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 158(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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB
DX 235
Edinburgh

BEECH HOUSE (PARTINGTON) LIMITED (Company)**Company No. 02535852**

This is the rider referred to as **Rider A** in the Statutory Declaration of George Khanijau and Sandeep Gupta (acting on behalf of Chestnut House Nursing Home Limited) in Form 155(6) a

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

- 1 pursuant to the terms of a legal charge the Company grants to the Lender a legal mortgage over the Company's property situate at Beech House, Partington, Manchester, M31 4DJ, together with the other assets referred to in the said legal charge, to secure the Company's liabilities to the Lender which include the liabilities undertaken by RHC in relation to the acquisition of the Company,
- 2 pursuant to a debenture the Company grants to the Lender fixed and floating charges over all the property assets and undertaking of the Company under which
 - a the whole of the Company's assets and undertakings would thereby be charged to the Lender,
 - b restrictions would be placed upon the way in which the Company was able to deal with its assets and conduct of its business,
 - c wide powers would be granted in favour of the Lender and any Receiver appointed by the Lender,
 - d the Lender may without notice and before and after demand set off the whole or any part of the Company's obligations to the Lender as defined therein against any deposit or credit account of the Company with the Lender and whether or not that deposit or balance is due to the Company,
 - e the Company's obligations to the Lender would be secured which would by virtue of the security arrangements include the liabilities undertaken by the Company in relation to the acquisition of the Company by RHC,
- 3 pursuant to an inter-company guarantee
 - a the Company would be accepting joint and several liability for the Obligations as therein defined of each Debtor as therein defined to the Lender The Debtors were to be RHC and its subsidiaries and the inter-company guarantee provided a provision for the Accession of other Guarantors to the arrangement The monies

- guaranteed would therefore include the monies expended by RHC in acquiring the shares in the Company,
- b any Debtor's Obligation which is not recoverable from the Company on the basis of a guarantee shall be recoverable from the Company as principal debtor by way of indemnity,
 - c the Lender will be able to make arrangements with Individual Debtors without affecting the validity of the inter-company guarantee, and
 - d the Lender may without notice and both before and after demand of the whole or any part of the Company's and its obligations to the Lender as defined therein against any deposit or credit account of the Company with the Lender and whether or not that deposit or balance is due to the Company
- 4 pursuant to the compromise agreements the Company is required to make the Termination Payment (as defined in said compromise agreements), and
- 5 the deferred consideration as set out in clause 27 of the share purchase agreement dated _____ between (1) Lorraine Cockburn (2) Steven McDermott and (3) Rosewood Healthcare Limited
- 6 The Company agrees to apply to the Chief Land Registrar for a restriction to be entered in the proprietorship register of any registered land forming part of the property which is subject to the above securities

x *George Khanijau*

George Khanijau

Howard Fitton

**HOWARD FITTON
SOLICITOR
HOWARD FITTON SOLICITORS
THE DINGLE
LYMM
CHESHIRE
WA13 0AE
TEL. 01925 757553
FAX. 01925 757538**

Sandeep Gupta

for and on behalf of Chestnut
Nursing Home Limited