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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

[] [] [] []

3519503

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

Name of company

* CMG Homes Limited

* insert full name
of company

☒ We as specified in the attached Schedule 1 and together being

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

† delete as
appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1978~~

~~(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§

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

~~company~~ [company's holding company] Care Management Group 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: 400,000 ordinary shares
of £1 each

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

Pinsent Masons
Dashwood House
London
EC2M 1NR

For official Use
General Section

Post room



A05
COMPANIES HOUSE

24/08/2006

The assistance is to be given to: (note 2) Care Management Group (Holdings) Limited
(Reg. Number 4582456) whose registered office is The Pointe, 89 Hartfield Road,
Wimbledon, London SW19 3TJ (the "Purchaser")

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

The assistance will take the form of:

Please see attached Schedule 2

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

† delete as
appropriate

the Purchaser

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

Please see attached Schedule 3

The amount of cash to be transferred to the person assisted is £ Please see attached Schedule 4

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

Please do not
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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) ~~X~~ 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) ~~X~~ It is intended to commence the winding up of the company within 12 months of that date, and ~~X~~ 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 ~~X~~ 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 89 Hartfield Road, SW19

Declarant(s) to sign below

on

Day	Month	Year
18	08	2006

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.

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

CMG HOMES LIMITED

(the "Company")

Company number: 3519503

Form 155(6)a

These are the Schedules to the declaration in form 155(6)a made by the directors of the Company

Schedule 1

Roland Perry
Race Farm
Race Farm Lane
Kingston Bagpuize
Oxfordshire OX13 5AU

William Michael Buckingham
Staffhurst Lodge
Grants Lane
Limpsfield
Surrey RH8 0RH

Katherine Frances Ford
86 Surrey Grove
Surrey SM1 3PN

Schedule 2

1. The assistance will take the form of the execution and delivery by the Company of the documents referred to in paragraph 2 below:-
 - 1.1 In favour of Dresdner Bank AG London Branch (the "**Bank**") in its various capacities pursuant to a facilities agreement dated 15 August 2006 and entered into between inter alia Care Management Group (Acquisition) Limited, the Bank (as Arranger and Original Lender each as defined therein) and Dresdner Bank AG Niederlassung Luxembourg (as Agent and Security Trustee as defined therein) (the "**Facilities Agreement**");
 - 1.2 In favour of Care Management Group (Funding) Limited ("**CMG Funding**") in its capacity as a Lender (as defined therein) pursuant to a loan agreement dated 15 August 2006 and entered into between Care Management Group (Acquisition) Limited and CMG Funding (the "**CMG Funding Loan**").
2. The relevant documents are:
 - 2.1 An accession deed to the Facilities Agreement whereby inter alios the Company will accede as an Additional Guarantor (as defined therein) to the



Facilities Agreement and the guarantee and indemnity contained therein (the "**Facilities Agreement Accession Deed**") ;

- 2.2 An accession deed (the "**Intercreditor Accession Deed**") to an intercreditor deed dated 15 August 2006 entered into between inter alia Care Management Group (Funding) Limited, Care Management Group (Acquisition) Limited, the Bank (in its various capacities listed therein) and the Dresdner Bank AG Niederlassung Luxemburg (in its various capacities listed therein) pursuant to which, in summary, rights of the Investor (as defined therein) are postponed to the rights of the Bank in its various capacities (the "**Intercreditor Deed**");
- 2.3 An intra-group loan agreement to be entered into between inter alia Care Management Group (Acquisition) Limited and the Company (the "**Intra-Group Loan Agreement**").

(as each of such documents may be amended restated, substituted, novated or transferred from time to time, and the parties to such documents shall include their successors in title, permitted assigns and permitted transferees, together the "**Banking Documents**")

Schedule 3

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

1. Under the terms of the Facilities Agreement (to which the Company will accede to as an Additional Guarantor) and the guarantee and indemnity contained therein:-
 - 1.1 The Company will irrevocably and unconditionally, jointly and severally guarantee to each Finance Party punctual performance by each Borrower of that Borrower's obligations under the Finance Documents and the Investor Documents;
 - 1.2 The Company will irrevocably and unconditionally, jointly and severally, undertake with each Finance Party that whenever any Borrower does not pay an amount when due under or in connection with any Finance Document or Investor Document, it shall immediately on demand pay that amount as if it was the principal obligor;
 - 1.3 the Company irrevocably and unconditionally, jointly and severally agrees to indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes an unenforceable, invalid or illegal;
 - 1.4 the Company agrees that its obligations under the guarantee and indemnity shall be continuing obligations;
 - 1.5 The Company makes certain representations to the Finance Parties; and
 - 1.6 The Company undertakes to comply with certain general undertakings, including an undertaking no to create or permit to subsist any security over any of its assets and not to dispose of any of its assets (in each case subject to certain exceptions).
2. Under the terms of the Intercreditor Deed the Company agrees with the other parties thereto, in summary, to the various payment restrictions and controls contained

therein regulating certain ranking and priority arrangements between the parties thereto.

3. Under the terms of the Intra-Group Loan Agreement the Company will agree that on request by the IG Borrower (as defined therein) it will be obliged (subject to the restrictions therein) to lend such sums to the IG Borrower to allow the Borrower to meet its debt repayments and requirements under the Facilities Agreement and any other related documents as they fall due.

Certain of the Banking Documents contain set-off, trust and further assurance provisions.

Schedule 4

Nil at today's date but subject to the Company's contingent liability to make advances under the Intra-Group Loan Agreement up to a maximum of £170,000,000.

Definitions

In these Schedules the following terms shall have the following meaning:

"Borrower" means Care Management Group (Acquisition) Limited or any other Additional Borrower (as defined in the Facilities Agreement)

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or any Hedge Counterparty (each as defined in the Facilities Agreement)

"Finance Documents" has the meaning ascribed to that in the Facilities Agreement

"Investor Documents" has the meaning ascribed to that in the Facilities Agreement



INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF CMG HOMES 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 18 August 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred in the purchase of the entire issued share capital of Care Management 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 is unreasonable in all the circumstances.

A handwritten signature in dark ink, appearing to read "Deloitte & Touche LLP", written over a horizontal line.

Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
18 August 2006