

# G

CHFP025



**A55**  
**COMPANIES HOUSE**

0233  
30/12/03

Please do not  
write in this  
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

The assistance is to be given to: (note 2) ANS 2003 PLC whose registered office is at  
1 Battersea Square, London SW11 3PZ

Please see Continuation Sheet

ANS 2003 PLC whose registered office is at 1 Battersea Square, London SW1  
3PZ

† delete as appropriate

Please see Continuation Sheet

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

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The date on which the assistance is to be given is within 8 weeks of the date hereof

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

☒ 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) [I/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)

\* delete either (a) or  
(b) as appropriate

(b) ~~It is intended to commence the winding up of this company, within 12 months of that date, and I/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 ☒ 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 1 Battersea Square,  
London SW11 3PZ

Declarants to sign below

Day Month Year  
on 23 12 2003

before me BENJAMIN JACOBS

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

*[Handwritten signatures: "Luis Joly" and "Gren... Alar"]*

## 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  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

In these Continuation Sheets, capitalised terms bear the meanings given to them in the Facilities Agreement and the Debenture unless otherwise defined.

**The subsidiaries giving financial assistance**

1. ANS Limited
2. ANS Homes Limited
3. ANS Contract Healthcare Limited
4. ANS Contract Healthcare (Hartlepool) Limited
5. ANS Contract Healthcare (East Sussex) Limited
6. ANS Contract Healthcare (Cambridge) Limited
7. Stephigh Limited
8. Beckerworld Limited
9. Calverguild Limited
10. Camomile Homes Limited
11. Ebbgate Nursing Homes Limited
12. Sutton Court Homes Limited
13. Hornchurch VCT Limited
14. Sutton Court Homes (No.2) Limited

(the "**Subsidiaries**" and each a "**Subsidiary**").

### The form of financial assistance

In September 2003 ANS 2003 PLC made an offer for the entire share capital of ANS 2000 Limited (formerly known as ANS 2000 PLC) which it subsequently acquired.

On 15 October 2003 ANS 2003 PLC entered into a facilities agreement relating to the provision of term loan facilities of up to £130,000,000 and an overdraft facility of up to £2,000,000 made between ANS 2003 PLC and a number of banks and financial institutions named therein and Barclays Bank PLC as agent (the "**Facilities Agreement**"). Some of the monies made available under this Facilities Agreement will be applied towards the discharge of liabilities incurred for the purposes of the acquisition of ANS 2000 Limited by ANS 2003 PLC and it is proposed that some of the monies will be used in order to discharge the balance of the liabilities incurred for the purposes of the acquisition of ANS Limited by ANS 2000 Limited in December 1999.

It is now proposed that the Subsidiaries will enter into an accession letter substantially in the form of Schedule 6 to the Facilities Agreement whereby each Subsidiary agrees to become a Guarantor (as defined in the Facilities Agreement) and to be bound by the terms of the Facilities Agreement. The financial assistance to be given by the Subsidiaries named herein will take the form of:

- (A) a guarantee under the Facilities Agreement (the "**Guarantee**") pursuant to which the Subsidiaries will guarantee the obligations of the Borrowers (including ANS 2003 PLC) under the Finance Documents;
- (B) indemnity provisions under the Finance Documents;
- (C) the provision of security pursuant to a security agreement (the "**Debenture**") made in favour of Barclays Bank PLC as security trustee (the "**Security Trustee**") for the Secured Parties as defined in the Debenture pursuant to which each of the Subsidiaries will give security for its obligation to the Security Trustee or any of the other Secured Parties. Further, certain of the Subsidiaries (namely ANS Homes Limited, ANS Contract Healthcare Limited and Camomile Homes Limited) will provide financial assistance by the provision of security pursuant to a standard security (the "**Standard Security**") in favour of the Security Trustee; and
- (D) various representations, warranties and undertakings under the Finance Documents.

**Principal terms on which assistance is given**

**1. Principal terms of the Guarantee**

Each of the Subsidiaries jointly and severally with each of the other Guarantors:

- (A) guarantees to each Finance Party the punctual performance by each Borrower of all of their obligations under the Finance Documents;
- (B) undertakes that if a Borrower does not pay any amount when due under or in connection with any Finance Document, each of the Subsidiaries shall immediately on demand pay that amount as if each of the Subsidiaries was the principal obligor; and
- (C) indemnifies each Finance Party on demand against any cost loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal.

**2. Principal terms of the indemnities**

Each of the Subsidiaries undertakes to indemnify each Finance Party against loss or liability arising from certain events or from the operation of certain provisions of the Finance Documents, including, *inter alia*, the occurrence of any Events of Default, changes of currency, acceleration, failure to pay an amount due under a Finance Document on its due date, failure to prepay a Term Loan in accordance with notice of prepayment, a Term Loan not being made after a notice requesting such Term Loan has been delivered and costs and expenses incurred by a Finance Party as a result of its obligation to mitigate.

**3. Principal terms of the Debenture**

- (A) Each of the Subsidiaries covenants to discharge all obligations which it may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) including any liability in respect of any further advances made under the Facilities whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Subsidiary shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by that Subsidiary to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.
- (B) Each of the Subsidiaries with full title guarantee as continuing security for the payment of the Secured Obligations charges in favour of the Security Trustee:
  - (a) by way of a first legal mortgage the Real Property;
  - (b) by way of first fixed charge;
    - (i) the Tangible Moveable Property;

- (ii) the Accounts;
  - (iii) the Intellectual Property;
  - (iv) any goodwill and rights in relation to the uncalled capital of the Company;
  - (v) the Investments;
  - (vi) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
  - (vii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.
- (C) Each of the Subsidiaries assigns with full title guarantee as continuing security for the payment of the Secured Obligations to the Security Trustee by way of security its rights, title and interests in and to all proceeds of any Insurance Policy and all Related Rights and all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given by each of the Subsidiaries in respect of the Real Property.
- (D) Each of the Subsidiaries charges with full title guarantee and absolute warrandice in favour of the Security Trustee with the payment and discharge of the Secured Obligations by way of a first floating charge all its undertaking and assets (present and future) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by paragraphs (B) and (C) above.
- (E) Each of the Subsidiaries covenants that, without prior consent of the Security Trustee, it shall not create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted by the Secured Parties, nor execute any conveyance, transfer, lease, assignment or assignation of, or other right to use or occupy, create any legal or equitable estate, trust or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, grant or vary, or accept any surrender or cancellation or disposal of any right in relation to any of the Charged Property or allow any person any right to use or occupy or to become entitled to asset any proprietary interest in or over the Charged Property or assign or otherwise dispose of any interest in any Account.
- (F) The Debenture contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the terms of the Facilities or any assignment, transfer or novation of the rights and obligations of any Lender or the Security Trustee.

**ANS 2000 Limited**  
**(Company number 3858303)**

**Continuation Sheet Number 5**  
**Form 155(6)(b)**

**4. Principal Terms of the Standard Security**

ANS Homes Limited, ANS Contract Healthcare Limited and Camomile Homes Limited each with absolute warrandice as continuing security for the payment of the Secured Obligations charges in favour of the Security Trustee its interest in the property referred to therein.





# Horwath Clark Whitehill

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Our Ref: PV/JR/LOA00428/155(6)(b)

23 December 2003

The Directors  
ANS 2000 Limited  
No. 1 Battersea Square  
London SW11 3PZ

Dear Sirs

**Auditors' Report to the directors of ANS 2000 Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985  
Company number 03858303**

We have examined the attached statutory declaration of the directors of the Company dated 23 December 2003 in connection with the proposal that the Company's subsidiaries should give financial assistance for the purchase of the Company's entire issued ordinary share capital.

We have enquired into the state of the Company's affairs so far as is necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors of the Company 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

*Horwath Clark Whitehill*

**Horwath Clark Whitehill**  
Chartered Accountants and Registered Auditors