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CHWP000

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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

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3895640

Name of company

\* CHILTERN MANOR LIMITED

**Note**  
Please read the notes  
on page 3 before  
completing this form\* insert full name  
of companyI/We ~~Ø~~ FERIDA AKHTAR OF 8 HOWARDS THICKET, GERRARDS CROSS, BUCKS, SL9 7NXØ 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

- (a) ~~that of a recognised bank~~[~~licensed institution~~]† within the meaning of the Banking Act 1979§  
(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~~]

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 TWO ORDINARY SHARES

Presenter's name address and  
reference (if any)For official Use (02/06)  
General Section

Post room

SATURDAY



A32

\*AIFGOVBH\*

08/12/2007

COMPANIES HOUSE

182

The assistance is to be given to (note 2) CENTURION HEALTHCARE LIMITED OF 28 THE GREEN  
WOOBURN GREEN, BUCKS

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write in  
this margin

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

The assistance will take the form of

SEE SCHEDULE 1

The person who [has acquired]~~will acquire~~† the share is

† delete as  
appropriate

CENTURION HEALTHCARE LIMITED

The principal terms on which the assistance will be given are

SEE SCHEDULE 2

The amount of cash to be transferred to the person assisted is £ SEE SCHEDULE 3

The value of any asset to be transferred to the person assisted is £ NONE

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF

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) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and 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 Deodar Terrace  
Maida Vale  
London W2

Declarants to sign below

on 

Day	Month	Year
05	12	2007

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

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

Company Number: 3895640

## **CHILTERNS MANOR LIMITED**

### **SCHEDULE 1 (to Form 155(6)a)**

#### **THE FORM OF THE FINANCIAL ASSISTANCE**

##### **1. Definitions**

If not otherwise defined in these schedules 1, 2 and 3 the following expressions have the following meanings -

"Akhtar Holdings"	Akhtar Holdings LLP, registered number OC329170,
"Acquisition"	the acquisition of the entire issued share capital of the Company by the Purchaser,
"Bank"	The Royal Bank of Scotland plc,
"Bank Agreement 1"	the agreement between the Bank (1) and the Purchaser (2) for £2,750,000 dated 6 <sup>th</sup> September 2007,
"Bank Agreement 2"	the agreement between the Bank (1) and the Purchaser (2) for £750,000 dated 6 <sup>th</sup> September 2007,
"Bank Agreement 3"	the agreement between the Bank (1) and Akhtar Holdings (2) for £1,475,000 dated 6 <sup>th</sup> September 2007,
"Bank Agreements"	Bank Agreement 1, Bank Agreement 2 and Bank Agreement 2,
"Bank Facilities"	the facilities made available by the Bank to the Purchaser under the Bank Agreements,
"Bank Debenture"	the all monies debenture granting fixed and floating charges over the Company's undertaking and assets in favour of the Bank dated 29/04/2004,
"Bank Guarantee"	the proposed inter-company guarantee between the Bank (1) the Purchaser (2) the Company (3) and Akhtar Holdings (4) in favour of the Bank, to secure the liabilities of the Purchaser, the Company and Akhtar Holdings to the Bank,
"Company"	Chilterns Manor Limited (company number 3895640) whose registered office is at Chilterns Manor, Northern Heights, Bourne End, Buckinghamshire, SL8 5LE,
"Legal Charge"	first legal charge over Chilterns Manor, Northern Heights, Bourne End, Buckinghamshire, SL8 5LE in favour of the Bank dated 29/04/2004,
"Loan Agreement"	the intra-group loan agreement to be entered into between the Company (1) and the Purchaser (2),

"Purchaser"	Centurion Health Care Limited (company number 5193082) whose registered office is at 28 The Green, Wooburn Green, Bucks, HP10 0EF, and
"Statutory Declaration"	the statutory declaration made by the directors of the Company on Form 155(6)a

## 2. **The Form of the Financial Assistance**

- 2 1 The Purchaser acquired the entire issued share capital of the Company on 6<sup>th</sup> September 2007. The Bank agreed to make the Bank Facilities under Bank Agreement 1 available to the Purchaser in connection with the Acquisition. It was a condition to the provision of the Bank Facilities that the Company enter into the following documents -
- 2 1 1 the Bank Debenture,
  - 2 1 2 the Bank Guarantee, and
  - 2 1 3 the Legal Charge
- 2 2 The Bank Debenture and the Legal Charge are both dated 29<sup>th</sup> April 2004
- 2 3 The Company has agreed to make a loan of up to £3,500,000 to the Purchaser, pursuant to the Loan Agreement, which will be used by the Purchaser for the purposes of paying or repaying (as applicable), amongst other things the Bank Facilities and certain other borrowings incurred in connection with the Acquisition
- 2 4 The assumption by the Company of liabilities and obligations under the Bank Guarantee and the Loan Agreement and the increase in the liabilities secured by the Bank Debenture and the Legal Charge as a consequence of the Company entering into the Bank Guarantee constitutes the financial assistance ("the Financial Assistance")

Company Number: 3895640

## **CHILTERN MANOR LIMITED**

### **SCHEDULE 2 (to Form 155(6)a)**

#### **THE PRINCIPAL TERMS OF FINANCIAL ASSISTANCE**

##### **Principal terms on which assistance will be given**

##### **A. Bank Debenture**

1 The principal terms of the Bank Debenture are that the Company creates fixed and floating charges over the following assets of the Company in favour of the Bank by way of security for the obligations and liabilities of the Company to the Bank from time to time

1 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,

1 2 by way of fixed charge certain assets including but not limited to

1 2 1 all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in paragraph 1 1 above,

1 2 2 all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,

1 2 3 all the plant and machinery of the Company present and future,

1 2 4 all rents receivable from any lease granted out of any freehold and leasehold property of the Company,

1 2 5 all the goodwill and uncalled capital of the Company present and future,

1 2 6 all stocks, shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,

1 2 7 all stocks, shares and other securities of the Company present and future (other than those charged pursuant to Clause 1 8 of the Bank Debenture) and all income and rights derived from or attaching to the same,

1 2 8 all intellectual property rights, choses in action, licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting any of the charged property,

1 2 9 the benefit of any currency or interest rate, swap, cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

1 3 By way of floating charge all the undertaking and all property, assets and rights of the Company present and future not subject to a fixed charge under the Bank Debenture The Bank may at any time by written notice to the Company convert the

floating charge created under clause 1.11 of the Bank Debenture into a fixed charge in accordance with the terms set out in Clause 6 of the Bank Debenture

- 2 The Bank Debenture contains covenants by the Company with the Bank not without the prior written consent of the Bank to, inter alia
  - 2.1 create or permit to arise any mortgage charge or lien on any of the Company's property charged pursuant to Clause 1 of the Bank Debenture,
  - 2.2 dispose of any of the Company's property charged pursuant to Clause 1 of the Bank Debenture,
  - 2.3 deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting, factoring or the like, and
  - 2.4 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold or leasehold property or any part of it
- 3 The Bank may appoint or remove a Receiver (as defined in the Bank Debenture) or Receivers of the Property and may affix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration

#### **B. Bank Guarantee**

The principal terms of the Bank Guarantee are that

- 1 the Bank Guarantee is given to the Bank,
- 2 the Bank Guarantee is unlimited,
- 3 under the Bank Guarantee, the Company (defined as the Guarantor) guarantees the discharge on demand of the Obligations (as defined in the Bank Guarantee) of the Purchaser and Akhtar Holdings (each defined as a Debtor) to the Bank,
- 4 under the Bank Guarantee any amount not recoverable on the basis of a guarantee is nevertheless recoverable from the Company as principal debtor by way of indemnity,
- 5 the Bank Guarantee is a continuing security,
- 6 under the Bank Guarantee, the Company agrees that it shall not be entitled to take the benefit of any security held by the Bank in respect of the Debtors' Obligations and not to prove against the Debtor in competition with the Bank

#### **C. Legal Charge**

- 1 The principal terms of the Bank Debenture are that the Company creates charges over the following assets of the Company in favour of the Bank by way of security for the obligations and liabilities of the Company to the Bank from time to time
  - 1.1 by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (as defined in the Legal Charge) (to the full extent of the Company's interest in the Property or its proceeds of sale),

- 1 2 by way of fixed charge
  - 1 2 1 all the fixtures and fittings of the Company from time to time attached to the Property,
  - 1 2 2 all the plant and machinery vehicles and computer equipment of the Company present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
  - 1 2 3 all furniture furnishings equipment tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business,
  - 1 2 4 by way of fixed charge the Goodwill (as defined in the Legal Charge) with all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets (as defined in the Legal Charge)
- 2 The Legal Charge contains covenants by the Company with the Bank not without the prior written consent of the Bank to, inter alia
  - 2 1 create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill,
  - 2 2 grant or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill,
  - 2 3 dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3 If the Bank does not consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee In the case of Registered Land (as defined in the Legal Charge) this will require registration and will be a public document
- 4 The Company applies and agreed that the Bank may apply for a restriction to be entered in the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietors of the Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by the Legal Charge in favour of the Bank referred to in the Charges Register
- 5 The Bank may appoint or remove a Receiver (as defined in the Legal Charge) or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration



#### **D. The Loan Agreement**

The principal terms of the Loan Agreement are that

- 1 pursuant to this agreement, the Company will make a loan of up to £3,500,000 to the Purchaser to assist the Purchaser to
  - 1 1 finance the repayment of the Bank Facilities and pay interest on such borrowings, and
  - 1 2 finance the repayment of certain other borrowings incurred in connection with the Acquisition and pay interest on such borrowings
- 2 the loan will be repayable on demand and shall be subject to the events of default set out in the Loan Agreement, and
- 3 the loan will be unsecured and interest-free

### **CHILTERNS MANOR LIMITED**

#### **SCHEDULE 3 (to Form 155(6)a)**

#### **The amount of cash to be transferred**

The amount of cash to be transferred to the person assisted under the Loan Agreement is without any stated limit, other than the availability thereof to the Company. In practice, the purposes for which the Purchaser may require such cash impose a limit equal to the aggregate of the sums due and payable by the Purchaser under Bank Agreement 1 and Bank Agreement 2.

Oxford • Abingdon



The Sole Director  
Chilterns Manor Ltd  
Northern Heights  
Bourne End  
Bucks  
SL8 5LE

Avalon House • Marcham Road • Abingdon  
Oxfordshire • OX14 1UD

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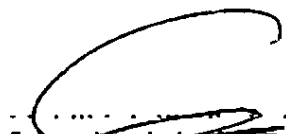
Our ref: CW/RMK/29902/DP

5 December 2007

**INDEPENDENT AUDITORS' REPORT TO THE SOLE DIRECTOR OF CHILTERNS MANOR LIMITED  
(THE COMPANY) PURSUANT TO SECTION 156(4) OF COMPANIES ACT 1985**

We have examined the attached statutory declaration of the director of the Company dated 5 December 2007 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liabilities incurred for the purpose of the acquisition of shares in the Company. We have enquired into the state of affairs of the Company in order to review the bases for the attached statutory declaration. Our enquiry did not constitute an audit under the provisions of the Companies Act 1985.

We are not aware of anything to indicate that the opinion expressed by the director in the attached statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

  
For and on behalf of Critchleys

5.12.07