

CHFP025

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

04227738

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

Name of company

* JMH (Welshpool) Limited

* insert full name
of company

XWe David Whittaker, Ketton House, Ketton, Aldgate, Rutland PE9 3TD

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

Edward Anthony Deacon Haddon, 45 Tunis Road, London W12 7EZ

† 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

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX t

The number and class of the shares acquired or to be acquired is: 1,000 ordinary shares of £1
each _____

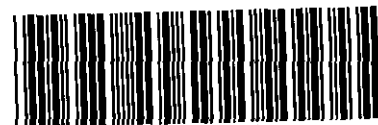
Presentor's name address and
reference (if any) :

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

57 London Chancery Lane
F3/GKTH/LCR/1878544

For official Use
General Section

WEDNESDAY



A3TK8U91

A70

31/10/2007

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COMPANIES HOUSE

The assistance is to be given to: (note 2) Acorn Care Acquisitions Limited
Registered number: 05820919. Registered address: c/o Keith Willis Associates,
Gothic House, Barker Gate, Nottingham NG1 1JU.

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:

See appendix 1.

The person who ~~XXXXXX~~ [will acquire] † the shares is:

† delete as
appropriate

Acorn Care Acquisitions Limited

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

See appendix 2.

The amount of cash to be transferred to the person assisted is £ See appendix 3.

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

~~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) ~~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)

[illegible]

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 Atlantic House
Holborn viaduct
London EC1A 2Fg

Declarants to sign below

Day Month Year

on 2 4 1 0 2 0 0 7

before me Charles Frank (CHARLES FRANK)

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

JMH (Welshpool) Limited (registered number 4227738)
(the "Company")

APPENDICES TO FORM 155(6)A

APPENDIX 1: FORM OF FINANCIAL ASSISTANCE

1. MEZZANINE LOAN AGREEMENT

- 1.1 The execution by the Company on or about the date of this Form 155(6)a of an accession letter (the "**Mezzanine Accession Letter**") to a secured PIK facility agreement entered into between, amongst others, Acorn Care Acquisitions Limited (the "**Borrower**") and Alcentra Limited (in various capacities) (the "**Mezzanine Loan Agreement**") which sets out the terms on which the Finance Parties would provide to the Borrower a sterling revolving credit facility of £12,000,000.

It was noted that the facility provided under the Mezzanine Loan Agreement was to be used for:

- (a) payment of the purchase price and any other consideration for the Company's shares and pursuant to the other Acquisitions;
- (b) payment of the Deal Costs of the Acquisitions;
- (c) refinancing certain Financial Indebtedness of the Company and the Group; and
- (d) such *general corporate and working capital* purposes of the Borrower as the Agent may agree in writing,

as described in the Funds Flow.

Each capitalised term used in this paragraph 1 and (where relevant) subsequently in Appendix 2 is as defined in the Mezzanine Loan Agreement.

2. INTERCREDITOR AGREEMENT

The execution by the Company of a deed of accession to an Intercreditor Agreement entered into between, amongst others, the Borrower, the Bank, the Junior Creditor Agent and the Junior Creditors (the "**Intercreditor Accession Deed**").

Each capitalised term used in this paragraph 2 and (where relevant) subsequently in Appendix 2 is as defined in the Intercreditor Agreement.

3. SUBORDINATION DEED

The execution by the Company of a deed of accession to a Subordination Deed entered into between, amongst others, the Borrower, the Bank, the Junior Creditors and the Subordinated Creditors (the "**Subordination Accession Deed**").

Each capitalised term used in this paragraph 3 and (where relevant) subsequently in Appendix 2 is as defined in the Subordination Deed.

4. MEZZANINE DEBENTURE

The execution by the Company of a deed of accession and charge to a Mezzanine Debenture charging the whole of its property, assets and undertaking from time to time in favour of Alcentra Limited (as Security Trustee) for the Secured Finance Parties to secure

the liabilities of the Company under the Finance Documents (the "**Mezzanine Debenture Accession Deed**").

Each capitalised term used in this paragraph 4 and (where relevant) subsequently in Appendix 2 is as defined in the Mezzanine Debenture.

5. **INTRA GROUP LOAN AGREEMENT**

The entry by the Company into an intra group loan agreement to be entered into by the Borrower (as borrower) and the Company and others (as lenders) (the "**Intra Group Loan Agreement**").

All terms which are defined in the text of this Appendix 1 shall have the same meaning when used elsewhere in Appendix 2 and Appendix 3.

APPENDIX 2: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1. MEZZANINE LOAN AGREEMENT

By executing the Mezzanine Accession Letter the Company will, amongst other things:

- 1.1 irrevocably and unconditionally (jointly and severally with the other Guarantors):
 - (a) guarantee to each Finance Party punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the Finance Documents;
 - (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) 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 unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and
- 1.2 give various representations and warranties, undertakings and indemnities to the Finance Parties to enable the Finance Parties to make the facilities under the Mezzanine Loan Agreement available and agree to pay certain costs, fees and expenses to the Finance Parties.

2. INTERCREDITOR AGREEMENT

By executing the Intercreditor Accession Deed the Company will acknowledge (amongst other things) the subordination and priority arrangements between the Bank and the Junior Creditors which regulate the ability of the Company to make certain payments to those parties and the priorities between the parties thereto.

In this paragraph 2 each capitalised term has the meaning given to it in the Intercreditor Agreement.

3. SUBORDINATION DEED

By executing the Subordination Accession Deed the Company will acknowledge (amongst other things) the subordination and priority arrangements between the Bank, the Junior Creditors and the Subordinated Creditors which regulate the ability of the Company to make certain payments to those parties and the priorities between the parties thereto.

In this paragraph 3 each capitalised term has the meaning given to it in the Intercreditor Agreement.

4. MEZZANINE DEBENTURE

- 4.1 By executing the Mezzanine Debenture Accession Deed, the Company will, amongst other things:

- (a) pay or discharge to the Security Trustee all indebtedness now or in the future due, owing or incurred by it to each Secured Finance Party, under or pursuant to the Finance Documents;

- (b) charge all of its undertaking, property and assets (both present and future) by way of fixed and floating charges to secure its obligations to the Secured Finance Parties; and
- (c) give various undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Security Trustee (for the Secured Finance Parties).

4.2 The Company also agrees in the Mezzanine Debenture Accession Deed that it will on the Security Trustee's written demand, execute and deliver to the Security Trustee at the cost of the Company and in such form as the Security Trustee (acting reasonably for so long as no Event of Default is continuing) may require:

- (a) a legal mortgage of any Land in England and Wales now or in the future belonging to it (subject to Lessor's consent);
- (b) a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to it (subject to Lessor's consent);
- (c) a legal or equitable charge (at the Security Trustee's option) over all or any of its Investment Securities and/or Derivative Rights;
- (d) a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment as the Security Trustee may specify;
- (e) where any Asset which is material to the business of the Group (taken as a whole) is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Trustee may require; and
- (f) such other documents as the Security Trustee may in its discretion (such discretion to be exercised reasonably prior to any Event of Default) think fit or to perfect the Mezzanine Debenture Accession Deed upon enforcement of the security created by the Mezzanine Debenture Accession Deed or to vest title to any Asset in itself or its nominee or any purchaser.

5. INTRA GROUP LOAN AGREEMENT

By executing the Intra Group Loan Agreement the Company and the other group companies party to it as lenders provide the Borrower with loan facilities in sufficient amounts to enable the Borrower to make payments due under the Mezzanine Loan Agreement. Outstandings under the Intra Group Loan Agreement will be repayable on the Company's first demand and will bear interest at the rate referred to therein.

Note: In these financing arrangements references to the Mezzanine Loan Agreement, the Intercreditor Agreement, the Subordination Deed, the Mezzanine Debenture and the Intra Group Loan Agreement include reference to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

APPENDIX 3: THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED

Nil but the Company has entered into a commitment under the terms of the Intra Group Loan Agreement to make loan facilities available to the Borrower in certain circumstances of up to a maximum principal amount of £35,000,000.

COOPER ■ PARRY

The Directors
JMH (Welshpool) Limited
6 Carlos Place
London
W1K 3AP

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF JMH (WELSHPOOL) 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 **24** October 2007 in connection with the proposal that the Company should give financial assistance for the purposes of reducing or discharging a liability incurred in connection with the acquisition of shares in the Company.

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.

Yours Faithfully

Cooper Parry LLP

Cooper Parry LLP
24 October 2007



COOPER PARRY LLP

3 Centro Place, Pride Park, Derby DE24 8RF · Tel 01332 295 544 · Fax 01332 295 600



Also at Nottingham and Leicester

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