

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

For official use

Page 1

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 613,962 A Shares of £0.01 each and 3,597,799 B Shares of £0.01 each

The assistance is to be given to: (note 2) CB Care Limited (company number 05843078)  
address Adelaide House, London Bridge, London EC4A 9HA and  
The Royal Bank of Scotland plc (company number SC090312) registered office 36  
St Andrew Square, Edinburgh, EH2 2YB

The assistance will take the form of:

See Annex 2

The person who [has acquired] ~~the shares~~ † the shares is:  
CB Care Limited (company number 05843078)

† delete as appropriate

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

See Annex 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ see Annex 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 complete  
legibly, preferably  
in black type, or  
bold block lettering**

~~X~~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

[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 ENTERPRISE HOUSE  
VALLEY STREET NORTH  
DARLINGTON DL1 1BY

**Declarants to sign below**

Der  
D. core

on 

Day	Month	Year
10	03	2006

before me 2012  
(NICHOLAS) T. J. (2012)

R. Quen

~~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**  
**Companies House**  
**37 Castle Terrace**  
**Edinburgh**  
**EH1 2EB**

**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 1 referred to in Form 155(6)b declared by the directors of the Company on 10/07 2006.

Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
Denis Brosnan	Croom House, Croom, County Limerick, Ireland
Mike Parsons	13 The Belvedere, Chelsea Harbour, London SW10 0XA
Owen Raphael McGartoll	2 Knapton Lawn, Monkstown, Co Dublin, Ireland
David John Cole	Wesley Cottage, West Green Aldbrough St John, Richmond, DL11 7ST
Jonathan Mann	7 The Bakery, Newby, Middlesbrough, Cleveland TS8 0AW
Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:



(NICHOLAS J. J. J. J.)

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

**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 2 referred to in Form 155(6)b declared by the directors of the Company on 10/07/ 2006.

The assistance will take the form of Castlebeck Care (Teesdale) Limited (the "**Subsidiary**") entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter (the "**Accession Letter**") to be entered into by the Subsidiary and the Security Trustee (as defined below) pursuant to which the Subsidiary will accede to:
  - 1.1 the facilities agreement dated 5 July 2006 (the "**Facilities Agreement**") and made between amongst others (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (including the Borrower), (3) The Royal Bank of Scotland plc as arranger, (4) the financial institutions listed in Part 2 and Part 3 of Schedule 1 as lenders, (5) The Royal Bank of Scotland plc as agent (the "Agent") and (6) The Royal Bank of Scotland plc as security trustee (the "Security Trustee"); and
  - 1.2 the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "Intercreditor Deed").
- 2 a security agreement (the "**Security Agreement**") to be entered into by the Subsidiary in favour of the Security Trustee;
- 3 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee;
- 4 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee (the documents listed at paragraphs 3 and 4 together the "**Standard Security Documents**");
- 5 an accession deed to be entered into by the Subsidiary and the Security Trustee under the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Subsidiary will accede to the Intercreditor Deed (the "**Intercreditor Accession Deed**"); and
- 6 an upstream intra-group loan agreement (the "**Upstream Loan Agreement**") to be made between, the Borrower and the Company,

together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed:

WILKINS TO POOLE

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

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 3 referred to in Form 155(6)b declared by the directors of the Company on 10/04/2006.

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

**1 Guarantee pursuant to the terms of the Facilities Agreement**

1.1 Pursuant to the terms of the Facilities Agreement, to which the Subsidiary will accede by executing the Accession Letter, the Subsidiary irrevocably and unconditionally jointly and severally:

1.1.1 guarantees to each Finance Party (as defined in the Facilities Agreement) punctual performance by each Borrower (as defined in the Facilities Agreement) of that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);

1.1.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and

1.1.3 indemnifies 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.

**2 Security Agreement**

2.1 The Subsidiary covenants with the Security Trustee that it will on demand pay and discharge all present and future moneys, obligations and liabilities owed by any Principal Debtor (as defined in the Security Agreement) to the Beneficiaries (as defined in the Security Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents (the "**Secured Liabilities**")

2.2 The Subsidiary grants to the Bank with full title guarantee (subject to any Permitted Security (as defined in the Facilities Agreement) legal mortgages, fixed charges and floating charges (paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.2) over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities and assigns absolutely in favour of the Bank all its rights and claims under certain of its contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them; and

- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

3 **Standard Security Documents**

Pursuant to the terms of the Standard Security Documents the Subsidiary will grant security over its properties at Monroe House, 117 Americanmuir Road, Dundee and Ellen Mhor, 2 Ellen Street, Dundee as security for its obligations under the Finance Documents;


4 **Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Subsidiary will, by executing the Accession Letter, agree to the order of ranking of the claims of the Finance Parties and the Investors and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

5 **Upstream Loan Agreement**

Under the terms of the Upstream Loan Agreement, the Subsidiary agrees to make available to the Borrower a credit facility of up to £200,000,000 for the purpose of assisting the Borrower in complying with its payment obligations under the Finance Documents, including the repayment of certain indebtedness incurred in connection with the acquisition of the entire issued share capital of the Subsidiary.

Signed:

  
(WITNESSES TO BE SIGNED)

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



**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on  
10/02/ 2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed: 

(NICHOLAS J O'ROURKE)

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

Page 1

The assistance is for the purpose of ~~MAXIMUM~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

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

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The person who [has acquired] ~~MAXIMUM~~ † the shares is:  
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† delete as appropriate

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

See Annex 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ see Annex 4

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

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

~~X~~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)

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

(b) XXXXXXXXX intended to conceal the winding up of the company, with XXXXXXXX so that it could avoid  
XXXXXX formed the opinion that this company will be able to pay its debts in full within 12 months of the  
XXXXXXXXXXXXXXXXXXXXXXX\* (note 3)

Declared at Hotel Martinez, Cannes, Alpes Maritimes  
France

**Declarants to sign below**

on 

Day	Month	Year
10	08	2006

before me Jackson P. Munster-Rough

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

Islam

**Judith P Preston-Rouse, Partner**  
**Preston-Rouse & Co Solicitors**  
**6 Gray's Inn Square**  
**Gray's Inn, London WC1R 5AX**

## NOTES

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37 Castle Terrace  
Edinburgh  
EH1 2EB**

**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 1 referred to in Form 155(6)b declared by the directors of the Company on 10/08/2006.

Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
Denis Brosnan	Croom House, Croom, County Limerick, Ireland
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Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:



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

*Judith P Preston-Rouse, Partner  
Preston-Rouse & Co Solicitors  
6 Gray's Inn Square  
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together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed:



Legal.5258353.3.SVAN/24324/00001

Judith P Preston-Rouse, Partner  
2 Preston-Rouse & Co Solicitors  
6 Gray's Inn Square  
Gray's Inn, London WC1R 5AX

12.7.2006

Judith P. Preston-Rouse

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

*Judith P Preston-Rouse, Partner  
Preston-Rouse & Co Solicitors  
6 Gray's Inn Square  
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- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

**3 Standard Security Documents**

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**4 Intercreditor Deed**

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Signed:



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

*Judith P Preston-Rouse, Partner  
Preston-Rouse & Co Solicitors  
6 Gray's Inn Square  
Gray's Inn, London WC1R 5AX*

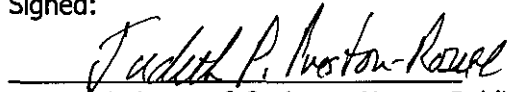
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**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on  
10/08/ 2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed:



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

*Judith P Preston-Rouse, Partner  
Preston-Rouse & Co Solicitors  
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## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

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Page 1

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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~~X~~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)

(b) ~~XXXXX retained a controlling interest in the company, with XXXXX's controlling interest and XXXX~~  
~~XXXXX formed the opinion that this company will be able to pay its debts in full within 12 months of the~~  
~~XXXXX's death at the XXXX XXXX~~\* (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 68 High St  
Southwold

**Declarants to sign below**

Torah

on 

Day		Month		Year			
1	0	0	8	2	0	0	6

before me S. KENOGEL - ILKAD

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

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**CF14 3UZ**

or, for companies registered in Scotland:-

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**EH1 2EB**

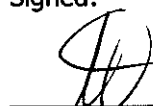
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Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
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Jonathan Mann	7 The Bakery, Newby, Middlesbrough, Cleveland TS8 0AW
Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:

 S. RENDELL-READ

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

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- 3 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee;
- 4 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee (the documents listed at paragraphs 3 and 4 together the "**Standard Security Documents**");
- 5 an accession deed to be entered into by the Subsidiary and the Security Trustee under the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Subsidiary will accede to the Intercreditor Deed (the "**Intercreditor Accession Deed**"); and
- 6 an upstream intra-group loan agreement (the "**Upstream Loan Agreement**") to be made between, the Borrower and the Company,

together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed:



S. RENDELL-READ

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



**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 3 referred to in Form 155(6)b declared by the directors of the Company on 10/08 2006.

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

**1 Guarantee pursuant to the terms of the Facilities Agreement**

1.1 Pursuant to the terms of the Facilities Agreement, to which the Subsidiary will accede by executing the Accession Letter, the Subsidiary irrevocably and unconditionally jointly and severally:

1.1.1 guarantees to each Finance Party (as defined in the Facilities Agreement) punctual performance by each Borrower (as defined in the Facilities Agreement) of that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);

1.1.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and

1.1.3 indemnifies 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.

**2 Security Agreement**

2.1 The Subsidiary covenants with the Security Trustee that it will on demand pay and discharge all present and future moneys, obligations and liabilities owed by any Principal Debtor (as defined in the Security Agreement) to the Beneficiaries (as defined in the Security Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents (the "**Secured Liabilities**")

2.2 The Subsidiary grants to the Bank with full title guarantee (subject to any Permitted Security (as defined in the Facilities Agreement) legal mortgages, fixed charges and floating charges (paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.2) over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities and assigns absolutely in favour of the Bank all its rights and claims under certain of its contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them; and

- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

3 **Standard Security Documents**

Pursuant to the terms of the Standard Security Documents the Subsidiary will grant security over its properties at Monroe House, 117 Americanmuir Road, Dundee and Ellen Mhor, 2 Ellen Street, Dundee as security for its obligations under the Finance Documents;


4 **Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Subsidiary will, by executing the Accession Letter, agree to the order of ranking of the claims of the Finance Parties and the Investors and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

5 **Upstream Loan Agreement**

Under the terms of the Upstream Loan Agreement, the Subsidiary agrees to make available to the Borrower a credit facility of up to £200,000,000 for the purpose of assisting the Borrower in complying with its payment obligations under the Finance Documents, including the repayment of certain indebtedness incurred in connection with the acquisition of the entire issued share capital of the Subsidiary.

Signed:

  
S. RENDELL-READ

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


**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on  
10/08/2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed:

  
S. RENDELL-READ

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



## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

Page 1

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 613,962 A Shares of £0.01 each and 3,597,799 B Shares of £0.01 each

The assistance is to be given to: (note 2) CB Care Limited (company number 05843078)  
address Adelaide House, London Bridge, London EC4A 9HA and  
The Royal Bank of Scotland plc (company number SC090312) registered office 36  
St Andrew Square, Edinburgh, EH2 2YB

The assistance will take the form of:

See Annex 2

The person who [has acquired] ~~the shares~~ † the shares is:  
CB Care Limited (company number 05843078)

† delete as appropriate

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

See Annex 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ see Annex 4

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

Please do not  
write in this  
margin

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

~~X~~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)

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

(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)

(b) ~~XXXXXX We have formed the opinion that this company will be unable to pay its debts in full within 12 months of the date on which the assistance is proposed to be given. (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

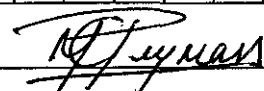
NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ

Declarants to sign below



Day Month Year  
on 1 0 0 8 2 0 0 6

before me



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

NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ

## 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

**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 1 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
Denis Brosnan	Croom House, Croom, County Limerick, Ireland
Mike Parsons	13 The Belvedere, Chelsea Harbour, London SW10 0XA
Owen Raphael McGartoll	2 Knapton Lawn, Monkstown, Co Dublin, Ireland
David John Cole	Wesley Cottage, West Green Aldbrough St John, Richmond, DL11 7ST
Jonathan Mann	7 The Bakery, Newby, Middlesbrough, Cleveland TS8 0AW
Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:



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

**NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ**

**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 2 referred to in Form 155(6)b declared by the directors of the Company on 10/08/2006.

The assistance will take the form of Castlebeck Care (Teesdale) Limited (the "**Subsidiary**") entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter (the "**Accession Letter**") to be entered into by the Subsidiary and the Security Trustee (as defined below) pursuant to which the Subsidiary will accede to:
  - 1.1 the facilities agreement dated 5 July 2006 (the "**Facilities Agreement**") and made between amongst others (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (including the Borrower), (3) The Royal Bank of Scotland plc as arranger, (4) the financial institutions listed in Part 2 and Part 3 of Schedule 1 as lenders, (5) The Royal Bank of Scotland plc as agent (the "Agent") and (6) The Royal Bank of Scotland plc as security trustee (the "Security Trustee"); and
  - 1.2 the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "Intercreditor Deed").
- 2 a security agreement (the "**Security Agreement**") to be entered into by the Subsidiary in favour of the Security Trustee;
- 3 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee;
- 4 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee (the documents listed at paragraphs 3 and 4 together the "**Standard Security Documents**");
- 5 an accession deed to be entered into by the Subsidiary and the Security Trustee under the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Subsidiary will accede to the Intercreditor Deed (the "**Intercreditor Accession Deed**"); and
- 6 an upstream intra-group loan agreement (the "**Upstream Loan Agreement**") to be made between, the Borrower and the Company,

together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed:





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

**NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ**

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 3 referred to in Form 155(6)b declared by the directors of the Company on 10/08 2006.

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

**1 Guarantee pursuant to the terms of the Facilities Agreement**

- 1.1 Pursuant to the terms of the Facilities Agreement, to which the Subsidiary will accede by executing the Accession Letter, the Subsidiary irrevocably and unconditionally jointly and severally:
  - 1.1.1 guarantees to each Finance Party (as defined in the Facilities Agreement) punctual performance by each Borrower (as defined in the Facilities Agreement) of that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);
  - 1.1.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and
  - 1.1.3 indemnifies 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.

**2 Security Agreement**

- 2.1 The Subsidiary covenants with the Security Trustee that it will on demand pay and discharge all present and future moneys, obligations and liabilities owed by any Principal Debtor (as defined in the Security Agreement) to the Beneficiaries (as defined in the Security Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents (the "**Secured Liabilities**")
- 2.2 The Subsidiary grants to the Bank with full title guarantee (subject to any Permitted Security (as defined in the Facilities Agreement) legal mortgages, fixed charges and floating charges (paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.2) over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities and assigns absolutely in favour of the Bank all its rights and claims under certain of its contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them; and

- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

**3 Standard Security Documents**

Pursuant to the terms of the Standard Security Documents the Subsidiary will grant security over its properties at Monroe House, 117 Americanmuir Road, Dundee and Ellen Mhor, 2 Ellen Street, Dundee as security for its obligations under the Finance Documents;

**4 Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Subsidiary will, by executing the Accession Letter, agree to the order of ranking of the claims of the Finance Parties and the Investors and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

**5 Upstream Loan Agreement**

Under the terms of the Upstream Loan Agreement, the Subsidiary agrees to make available to the Borrower a credit facility of up to £200,000,000 for the purpose of assisting the Borrower in complying with its payment obligations under the Finance Documents, including the repayment of certain indebtedness incurred in connection with the acquisition of the entire issued share capital of the Subsidiary.

Signed:



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

**NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ**

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed:



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

**NOCKOLDS SOLICITORS  
6 MARKET SQUARE  
BISHOPS STORTFORD  
HERTS CM23 3UZ**

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

Page 1

The assistance is for the purpose of ~~XXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 613,962 A Shares of £0.01  
each and 3,597,799 B Shares of £0.01 each

The assistance is to be given to: (note 2) CB Care Limited (company number 05843078)  
address Adelaide House, London Bridge, London EC4A 9HA and  
The Royal Bank of Scotland plc (company number SC090312) registered office 36  
St Andrew Square, Edinburgh, EH2 2YB

The assistance will take the form of:

See Annex 2

The person who [has acquired] ~~XXXXXX~~ † the shares is:

CB Care Limited (company number 05843078)

† delete as appropriate

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

See Annex 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ see Annex 4

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

Please do not  
write in this  
margin

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) [☐ 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) ~~XXXXXX 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)~~

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

Declarants to sign below

William Fry - Dublin Office

*Owen M. Gault*

on 

Day	Month	Year
10	03	2006

before me *Judith Heneghan* (Judith Heneghan)

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  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

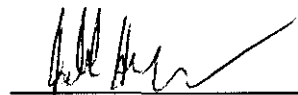
**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 1 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
Denis Brosnan	Croom House, Croom, County Limerick, Ireland
Mike Parsons	13 The Belvedere, Chelsea Harbour, London SW10 0XA
Owen Raphael McGartoll	2 Knapton Lawn, Monkstown, Co Dublin, Ireland
David John Cole	Wesley Cottage, West Green Aldbrough St John, Richmond, DL11 7ST
Jonathan Mann	7 The Bakery, Newby, Middlesbrough, Cleveland TS8 0AW
Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:



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



**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

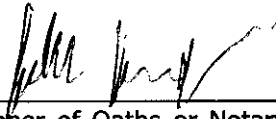
This is Appendix 2 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

The assistance will take the form of Castlebeck Care (Teesdale) Limited (the "**Subsidiary**") entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter (the "**Accession Letter**") to be entered into by the Subsidiary and the Security Trustee (as defined below) pursuant to which the Subsidiary will accede to:
  - 1.1 the facilities agreement dated 5 July 2006 (the "**Facilities Agreement**") and made between amongst others (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (including the Borrower), (3) The Royal Bank of Scotland plc as arranger, (4) the financial institutions listed in Part 2 and Part 3 of Schedule 1 as lenders, (5) The Royal Bank of Scotland plc as agent (the "Agent") and (6) The Royal Bank of Scotland plc as security trustee (the "Security Trustee"); and
  - 1.2 the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "Intercreditor Deed").
- 2 a security agreement (the "**Security Agreement**") to be entered into by the Subsidiary in favour of the Security Trustee;
- 3 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee;
- 4 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee (the documents listed at paragraphs 3 and 4 together the "**Standard Security Documents**");
- 5 an accession deed to be entered into by the Subsidiary and the Security Trustee under the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Subsidiary will accede to the Intercreditor Deed (the "**Intercreditor Accession Deed**"); and
- 6 an upstream intra-group loan agreement (the "**Upstream Loan Agreement**") to be made between, the Borrower and the Company,

together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed:

A handwritten signature in black ink, appearing to be 'John King', written over a horizontal line.

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

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 3 referred to in Form 155(6)b declared by the directors of the Company on 10/08/2006.

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

**1 Guarantee pursuant to the terms of the Facilities Agreement**

1.1 Pursuant to the terms of the Facilities Agreement, to which the Subsidiary will accede by executing the Accession Letter, the Subsidiary irrevocably and unconditionally jointly and severally:

1.1.1 guarantees to each Finance Party (as defined in the Facilities Agreement) punctual performance by each Borrower (as defined in the Facilities Agreement) of that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);

1.1.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and

1.1.3 indemnifies 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.

**2 Security Agreement**

2.1 The Subsidiary covenants with the Security Trustee that it will on demand pay and discharge all present and future moneys, obligations and liabilities owed by any Principal Debtor (as defined in the Security Agreement) to the Beneficiaries (as defined in the Security Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents (the "**Secured Liabilities**")

2.2 The Subsidiary grants to the Bank with full title guarantee (subject to any Permitted Security (as defined in the Facilities Agreement) legal mortgages, fixed charges and floating charges (paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.2) over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities and assigns absolutely in favour of the Bank all its rights and claims under certain of its contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them; and

- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

**3 Standard Security Documents**

Pursuant to the terms of the Standard Security Documents the Subsidiary will grant security over its properties at Monroe House, 117 Americanmuir Road, Dundee and Ellen Mhor, 2 Ellen Street, Dundee as security for its obligations under the Finance Documents;

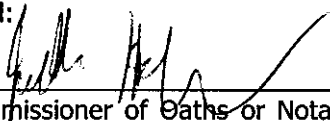
**4 Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Subsidiary will, by executing the Accession Letter, agree to the order of ranking of the claims of the Finance Parties and the Investors and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

**5 Upstream Loan Agreement**

Under the terms of the Upstream Loan Agreement, the Subsidiary agrees to make available to the Borrower a credit facility of up to £200,000,000 for the purpose of assisting the Borrower in complying with its payment obligations under the Finance Documents, including the repayment of certain indebtedness incurred in connection with the acquisition of the entire issued share capital of the Subsidiary.

Signed:



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

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on 10/09/ 2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed:

A handwritten signature in black ink, appearing to be 'John A. ...', written over a horizontal line.

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

**CHFP025**

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

Please do not  
write in this  
margin

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

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

\* insert full name  
of company

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

**Pursuant to section 155(6) of the Companies Act 1985**

**To the Registrar of Companies  
(Address overleaf - Note 5)**

**For official use**

**Company number**

04450369

Name of company

\* CASTLEBECK GROUP LIMITED

XWe See Annex 1

† delete as appropriate

~~XXXXXX-XXXXXX~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

**The business of this company is:**

[illegible][illegible][illegible]

(c) something other than the above §

This company is ~~NOT~~ [a] holding company of\* CASTLEBECK CARE (TEESDALE) LIMITED

which is

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

in [this company] [\_\_\_\_\_]

**Presenter's name address and reference (if any) :**  
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London  
EC4R 9HA

92 Chancery Lane

For official Use  
General Section

Post room

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 613,962 A Shares of £0.01 each and 3,597,799 B Shares of £0.01 each

The assistance is to be given to: (note 2) CB Care Limited (company number 05843078)  
address Adelaide House, London Bridge, London EC4A 9HA and  
The Royal Bank of Scotland plc (company number SC090312) registered office 36  
St Andrew Square, Edinburgh, EH2 2YB

The assistance will take the form of:

See Annex 2

The person who [has acquired] ~~the shares~~ † the shares is:  
CB Care Limited (company number 05843078)

† delete as appropriate

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

See Annex 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ see Annex 4

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

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

~~X~~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)

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

[illegible]

Declared at **Holmes O'Malley Sexton**  
Bishopsgate  
Henry Street  
~~Limerick~~

**Declarants to sign below**

Day Month Year  
on 11 08 2016

before me

**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**  
**Companies House**  
**37 Castle Terrace**  
**Edinburgh**  
**EH1 2EB**



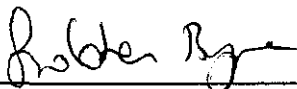
**Castlebeck Group Limited (the "Company")**

**Company number: 04450369**

This is Appendix 1 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

Roger Charles Queen	The Old Rectory, Dishforth, Thirsk, North Yorkshire, YO7 3LP
Denis Brosnan	Croom House, Croom, County Limerick, Ireland
Mike Parsons	13 The Belvedere, Chelsea Harbour, London SW10 0XA
Owen Raphael McGartoll	2 Knapton Lawn, Monkstown, Co Dublin, Ireland
David John Cole	Wesley Cottage, West Green Aldbrough St John, Richmond, DL11 7ST
Jonathan Mann	7 The Bakery, Newby, Middlesbrough, Cleveland TS8 0AW
Anthony McLean	Woodlands, Cage End, Hatfield Broad Oak, Bishops Stortford, CM22 7HP

Signed:



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

**Castlebeck Group Limited (the "Company")**


**Company number: 04450369**

This is Appendix 2 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

The assistance will take the form of Castlebeck Care (Teesdale) Limited (the "**Subsidiary**") entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter (the "**Accession Letter**") to be entered into by the Subsidiary and the Security Trustee (as defined below) pursuant to which the Subsidiary will accede to:
  - 1.1 the facilities agreement dated 5 July 2006 (the "**Facilities Agreement**") and made between amongst others (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (including the Borrower), (3) The Royal Bank of Scotland plc as arranger, (4) the financial institutions listed in Part 2 and Part 3 of Schedule 1 as lenders, (5) The Royal Bank of Scotland plc as agent (the "Agent") and (6) The Royal Bank of Scotland plc as security trustee (the "Security Trustee"); and
  - 1.2 the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "Intercreditor Deed").
- 2 a security agreement (the "**Security Agreement**") to be entered into by the Subsidiary in favour of the Security Trustee;
- 3 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee;
- 4 an agreed form draft of a Scots law standard security agreement to entered into by the Subsidiary in favour of the Security Trustee (the documents listed at paragraphs 3 and 4 together the "**Standard Security Documents**");
- 5 an accession deed to be entered into by the Subsidiary and the Security Trustee under the intercreditor deed dated 5 July 2006 entered into between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Security Trustee (the "**Intercreditor Deed**") pursuant to which the Subsidiary will accede to the Intercreditor Deed (the "**Intercreditor Accession Deed**"); and
- 6 an upstream intra-group loan agreement (the "**Upstream Loan Agreement**") to be made between, the Borrower and the Company,

together with the performance by the Subsidiary of other acts in connection with the acquisition of the shares in the Company and the financing of that acquisition.

Signed: 

Robert Ryan

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

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 3 referred to in Form 155(6)b declared by the directors of the Company on 10/08/2006.

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

**1 Guarantee pursuant to the terms of the Facilities Agreement**

- 1.1 Pursuant to the terms of the Facilities Agreement, to which the Subsidiary will accede by executing the Accession Letter, the Subsidiary irrevocably and unconditionally jointly and severally:
  - 1.1.1 guarantees to each Finance Party (as defined in the Facilities Agreement) punctual performance by each Borrower (as defined in the Facilities Agreement) of that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);
  - 1.1.2 undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and
  - 1.1.3 indemnifies 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.

**2 Security Agreement**

- 2.1 The Subsidiary covenants with the Security Trustee that it will on demand pay and discharge all present and future moneys, obligations and liabilities owed by any Principal Debtor (as defined in the Security Agreement) to the Beneficiaries (as defined in the Security Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents (the "**Secured Liabilities**")
- 2.2 The Subsidiary grants to the Bank with full title guarantee (subject to any Permitted Security (as defined in the Facilities Agreement) legal mortgages, fixed charges and floating charges (paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.2) over all its undertaking, property and assets present and future, as continuing security for the payment or discharge of the Secured Liabilities and assigns absolutely in favour of the Bank all its rights and claims under certain of its contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them; and

- 2.3 at its own expense, execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting the security intended to be created by the Security Agreement over the assets of the Subsidiary or for facilitating the realisation of such assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any receiver of such assets or in any delegate or sub-delegate.

**3 Standard Security Documents**

Pursuant to the terms of the Standard Security Documents the Subsidiary will grant security over its properties at Monroe House, 117 Americanmuir Road, Dundee and Ellen Mhor, 2 Ellen Street, Dundee as security for its obligations under the Finance Documents;

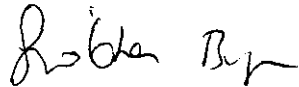
**4 Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Subsidiary will, by executing the Accession Letter, agree to the order of ranking of the claims of the Finance Parties and the Investors and certain other Intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

**5 Upstream Loan Agreement**

Under the terms of the Upstream Loan Agreement, the Subsidiary agrees to make available to the Borrower a credit facility of up to £200,000,000 for the purpose of assisting the Borrower in complying with its payment obligations under the Finance Documents, including the repayment of certain indebtedness incurred in connection with the acquisition of the entire issued share capital of the Subsidiary.

Signed:



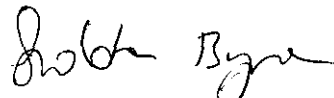
a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Castlebeck Group Limited (the "Company")**

**number: 04450369**

This is Appendix 4 referred to in Form 155(6)b declared by the directors of the Company on 10/08/ 2006.

The amount of cash to be transferred to the person assisted is up to £200,000,000.

Signed: 

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



KPMG LLP  
Plym House  
3 Longbridge Road  
Plymouth PL6 8LT  
United Kingdom

Tel +44 (0) 1752 632100  
Fax +44 (0) 1752 632110  
DX 98914 Plympton

The Directors of Castlebeck Group Ltd  
C/O Lydian Capital Advisors S.A.  
Rue du Rhône 63  
1204 Geneva  
Switzerland

Our ref ib/le/715

Contact Ian Brokenshire  
01752 632292

10 August 2006

Dear Sirs

**Auditors' report to the directors of Castlebeck Group Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Castlebeck Group Limited ("the Company") dated 10 August 2006 in connection with the proposal that the Company's subsidiary, Castlebeck Care (Teesdale) Limited should give financial assistance for the purchase of the Company's ordinary shares.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act 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 and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

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

*KPMG LU*

KPMG LLP

Registered Auditor