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CHFP025

COMPANIES FORM No. 155(6)b

**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

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

04813092

Name of company

* CARE PRINCIPLES GROUP LIMITED

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

* insert full name
of company

X We ☒ SEE ANNEXURE 1

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

† delete as
appropriate

~~XXXXXXXXXXXX~~ [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:

- (a) ~~that it is a person authorised under section 1 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
- (b) ~~that it is 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§

This company is [the] ☒ holding company of* ERMINECARE LIMITED

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____

~~XX~~
~~This holding company of this company~~

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

Macfarlanes
10 Norwich Street
London
EC4A 1BD
(SJXW/594310/3054922)
138 Chancery Lane

For official Use
General Section

Post room



The assistance is for the purpose of ~~XXXXXXXXXX~~ [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: SEE ANNEXURE 2

The assistance is to be given to: (note 2) CARE PRINCIPLES TOPCO LIMITED
(company number 05387989) whose registered office is at Oaks Lodge, Fordham Road, Newmarket, Suffolk, CB8 7XN

The assistance will take the form of:

SEE ANNEXURE 3

The person who [has acquired] ~~XXXXXXXX~~ the shares is:
CARE PRINCIPLES TOPCO LIMITED

† delete as appropriate

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

SEE ANNEXURE 4

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 £ up to £90,000,000

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 declaration

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)

delete either (a) or (b) as appropriate

(a) [If 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) ~~[We have formed the opinion that this company will be unable 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 ELY STATION, CAMBRIDGESHIRE

Declarants to sign below

Day Month Year
on

2	6	0	7	2	0	0	6
---	---	---	---	---	---	---	---

before me PAUL HEATH

[Signature]
[Signature]

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

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Annexures to the Statutory Declaration made by all the Directors of
Care Principles Group Limited, registered number 04813092, (the "**Company**")
in respect of financial assistance to be given by the Company's subsidiary, Erminecare Limited
(the "**Subsidiary**") to Care Principles Topco Limited ("**Topco**") in relation to the acquisition by
Topco of the entire issued share capital of the Company

ANNEXURE 1

The Directors of the Company are:

David John Roth
10 Lime Close
Burwell
Cambridgeshire
CB5 0JR

Amanda Sarah Osborne Skull
58 Churchgate Street
Bury St. Edmonds
Suffolk
IP33 1RH

ANNEXURE 2

The number and class of shares acquired is:

175,000 "A" ordinary shares of £0.01 each
210,000 "B" ordinary shares of £0.01 each
1 preferred share of £1

ANNEXURE 3

Form of Financial Assistance

Unless otherwise defined within these Annexures, capitalised terms and expressions used in these Annexures 3 and 4 are as defined in Annexure 4.

- 1 The execution and delivery by the Subsidiary of the Second Amendment and Restatement Agreement amending the Facility Agreement under which (i) in Clause 19, the Subsidiary guarantees, inter alia, to each Secured Party, the punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents; (ii) in Clause 6.5, the Subsidiary provides a counter-indemnity in favour of the Issuing Bank and each Lender; and (iii) in Clause 10.6.1, the Subsidiary agrees to pay a default interest rate on overdue amounts payable under the Finance Documents; and
- 2 the execution and delivery by the Subsidiary of an amendment letter (the "**Amendment Letter**") to a revolving credit facility agreement dated 1 April 2005 and made between the Subsidiary (as lender) and Topco and CPHL (as borrowers) (the "**Intercompany Loan Agreement**") and the making by the Subsidiary of advances to Topco and CPHL from time to time pursuant to the Intercompany Loan Agreement (as amended by the Amendment Letter), as further described below.

ANNEXURE 4

The Principal Terms of the Financial Assistance

Second Amendment and Restatement Agreement

- 1 Under the terms of the Second Amendment and Restatement Agreement:
 - 1.1 the Facility Agreement (which is secured by, inter alia, the Debenture) shall, on the Effective Date, be amended and restated, inter alia, to make available further tranches under Facility A and Facility B which would be utilised by Topco for the purposes of redeeming (in part) principal and interest under the New Investor Loan Notes;
 - 1.2 the Subsidiary confirms that its obligations under the Finance Documents shall continue and remain unaffected by its entry into the Second Amendment and Restatement Agreement and, consequently, the scope of the guarantee given to the Finance Parties and referred to below extends to the additional amounts made available under Facility A and Facility B;
 - 1.3 pursuant to the guarantee contained within the Facility Agreement, the Subsidiary, inter alia, irrevocably and unconditionally jointly and severally:
 - 1.3.1 guarantees to each Secured Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
 - 1.3.2 undertakes with each Secured Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, the Subsidiary will immediately on demand pay that amount as if it were the principal obligor; and
 - 1.3.3 indemnifies each Secured Party immediately on demand against any cost, loss or liability suffered by that Secured 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 Secured Party would otherwise have been entitled to recover;
 - 1.4 pursuant to the guarantee contained within the Facility Agreement, the Subsidiary confirms that it intends that its guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing;
 - 1.5 the Subsidiary confirms that the Debenture shall extend to and shall apply to all obligations and liabilities of the Subsidiary under the Facility Agreement and that the Debenture shall be interpreted and construed as referring to the Facility Agreement as amended and restated pursuant to the Second Amendment and Restatement Agreement; and

- 1.6 the Subsidiary undertakes to perform all its obligations under the Debenture and confirms that the Debenture remains in full force and effect and enforceable against it in accordance with its terms.

Counter-Indemnity

- 2 By executing the Second Amendment and Restatement Agreement, the Subsidiary will also be giving a counter-indemnity under which it agrees immediately on demand to indemnify and keep indemnified the Issuing Bank and each Lender from and against all payments made (whether directly or by way of set-off, counterclaim or otherwise), actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges incurred by the Issuing Bank and the Lenders (otherwise than by reason of the Issuing Bank's gross negligence or wilful misconduct) in relation to or arising out of any Bank Guarantee issued by the Issuing Bank and each Lender Indemnity.

Default Interest

- 3 Pursuant to Clause 10.6.1 of the Facility Agreement, if an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to the provisions set out in Clause 10.6.2 of the Facility Agreement, is one per cent higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the relevant loan in the currency of the overdue amount for successive interest periods (as set out in the Facility Agreement), each of a duration selected by the Agent (acting reasonably). Any interest accruing pursuant to Clause 10.6.1 of the Facility Agreement shall be immediately payable by the Obligor on demand by the Agent.

Debenture

- 4 Under the terms of the Debenture, the Subsidiary undertook that it will:
- 4.1 on demand pay and discharge the Secured Obligations when due to the Security Trustee and the other Secured Parties;
- 4.2 with full title guarantee, as continuing security for the payment of the Secured Obligations, charge in favour of the Security Trustee (as agent and trustee for the Secured Parties) by way of legal mortgage and first fixed and floating charges all its present and future undertaking, property and assets whatsoever and wheresoever situated;
- 4.3 indemnify the Security Trustee, the other Secured Parties and any Receiver against all losses, actions, claims, costs, charges, expenses and liabilities incurred by the Security Trustee, the other Secured Parties and by any Receiver (including any substitute delegate attorney) in relation to the Debenture or the Secured Obligations (including, the costs, charges and expenses incurred in the carrying of the Debenture into effect or in the exercise of any of the rights, remedies and powers conferred by it or in the perfection or enforcement of the security constituted under it or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Subsidiary of any of its covenants or obligations under the Debenture. The Subsidiary shall so indemnify the Security Trustee, the other Secured Parties and any Receiver on demand and shall pay interest on the sum demanded at the rate

specified in the Debenture from time to time from the date on which the same were demanded by the Security Trustee, any other Secured Party or any Receiver, as the case may be, and any sum so demanded together with any interest, shall be a charge upon the property charged under the Debenture in addition to the moneys thereby secured; and

- 4.4 at the request of the Security Trustee, and at its own expense, forthwith do all acts and things and execute in favour of the Security Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Security Trustee may require, in such form as the Security Trustee may require, in order to (i) perfect or improve the security intended to be conferred on the Security Trustee by or pursuant to the Debenture; or (ii) facilitate the realisation of all or any of the Charged Property (as defined therein) and exercise all of the rights and powers conferred on the Security Trustee, any Receiver, any administrator or any delegate for the purpose of such realisation or in connection with such realisation.
- 5 The Debenture shall remain in full force and effect notwithstanding any amendments or variations from time to time to any Finance Documents and all references to any Finance Document therein shall be taken as referring to that Finance Document as amended or varied from time to time (including, without limitation, any increase in the amount of the Secured Obligations).

The Intercompany Loan Agreement

- 6 Under the terms of the Intercompany Loan Agreement (as amended by the Amendment Letter) the Subsidiary agrees to make available to Topco and CPHL a revolving credit facility under which the Subsidiary will from time to time make advances to Topco and CPHL in a maximum aggregate amount not exceeding £90,000,000 outstanding at any time. Such funds would be utilised by Topco and CPHL to repay principal and interest due in respect of the Facility Agreement (subject to the terms of the Intercreditor Deed).

DEFINITIONS

In these Appendices, the following definitions shall bear the following meanings:

"Agent" means The Royal Bank of Scotland plc as agent under the Facility Agreement;

"Arranger" means The Royal Bank of Scotland plc as arranger under the Facility Agreement;

"Bank Guarantee" means any guarantee, bond, indemnity, letter of facilities, documentary or other facilities, or any other instrument of suretyship or payment, issued, undertaken or made, or proposed to be issued, undertaken or made, by the Issuing Bank, under Facility B (as defined in the Facility Agreement) or the optional overdraft facility made available by the Overdraft Bank pursuant to the Facility Agreement;

"Book Debt Charge" means the deed of charge and assignment to be executed in favour of the Security Trustee;

"Borrower" means Topco, CPHL, CPL and CPDL and any company which becomes an additional Borrower pursuant to the Facility Agreement;

"CPL" means Care Principles Limited (company number 03141227);

"CPDL" means Care Principles Development Limited (company number 04768713);

"CPHL" means Care Principles Holdings Limited (company number 04768714);

"Debenture" means the debenture dated 30 March 2005 and entered into between, inter alia, the Company and the Security Trustee for and on behalf of the Secured Parties;

"Effective Date" means the business day on which the Agent notifies CPHL that it has received in form and substance satisfactory to it (or that it has with the consent of the Majority Lenders (as defined in the Facility Agreement) waived receipt of) all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) of the Second Amendment and Restatement Agreement;

"Facility A" means the loan facility described in Clause 2.1.1(a) (*The Facilities*) of the Facility Agreement;

"Facility Agreement" means the facility agreement dated 12 September 2003 made between (1) CPHL, (2) Topco, CPHL, CPL and CPDL as Borrowers, (3) Topco, the Company, CPHL, CPL and CPDL as Guarantors and (4) The Royal Bank of Scotland plc in its various capacities as Arranger, Original Lender, Agent, Security Trustee, Issuing Bank and Overdraft Bank, as amended, restated, varied and/or novated from time to time, including pursuant to the Second Amendment and Restatement Agreement;

"Facility B" means the loan facility described in Clause 2.1.1(b) (*The Facilities*) of the Facility Agreement;

"Finance Documents" means:

- (i) the Facility Agreement;
- (ii) the Amendment and Restatement Agreement (as defined in the Facility Agreement);
- (iii) the Intercreditor Deed;
- (iv) the New Fee Letter;
- (v) the Supplemental Fee Letter;
- (vi) the Subordination Deed;
- (vii) the Second Amendment and Restatement Agreement;
- (viii) any Security Document;
- (ix) any interest hedging arrangement entered into by a Borrower in connection with interest payable under the Facility Agreement;
- (x) any letter entered into by reference to the Facility Agreement between the Agent and CPHL setting out any of the fees referred to in the Facility Agreement;
- (xi) any accession letter, substantially in the form of Schedule 7 to the Facility Agreement
- (xii) Debenture Accession Letter (as defined in the Facility Agreement);
- (xiii) the Intercreditor Accession Letter (as defined in the Facility Agreement); and

(xiv) any other document designated as such by the Agent;

"Finance Party" means the Agent, the Arranger, the Issuing Bank, the Security Trustee, the Overdraft Bank or a Lender;

"Guarantor" means Topco, the Company, CPHL, CPL, CPDL and the Subsidiary and any company which becomes an additional Guarantor pursuant to the Facility Agreement;

"Group" means Topco, CPHL and the Subsidiary and each of their respective Subsidiaries (as defined in the Facility Agreement) for the time being and Group Company means any one of them;

"Intercreditor Deed" means the intercreditor deed made or to be made by, inter alios, each Obligor, the New Investors and each Finance Party;

"Issuing Bank" means The Royal Bank of Scotland plc as issuing bank under the Facility Agreement;

"Lender" means:

- (i) the Original Lender; and
- (ii) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement as a Lender,

which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement;

"Lender Indemnity" means, in relation to a Lender, the indemnity given by that Lender to the Issuing Bank under the Facility Agreement;

"New Fee Letter" means the letter dated on or about the date of the Second Amendment and Restatement Agreement between the Agent and Topco described on its face as the New Fee Letter;

"New Investors" means (amongst others) Christopher McKenna and 3i Group plc;

"New Investor Loan Notes" means:

- (i) the £54,000,000 10 per cent. unsecured subordinated loan notes due 2015 of Topco; and
- (ii) the 10 per cent. unsecured subordinated PIK notes due 2015 of Topco;

"Obligor" means a Borrower or a Guarantor;

"Original Lender" means The Royal Bank of Scotland plc as lender under the Facility Agreement and AIB Group (UK) plc;

"Overdraft Bank" means The Royal Bank of Scotland plc as overdraft bank under the Facility Agreement;

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of the Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager;

"Second Amendment and Restatement Agreement" means the second amendment and restatement agreement made between the parties to the Facility Agreement dated on or about the date hereof relating to the Facility Agreement;

"Secured Obligations" means the actual, contingent, present and/or future obligations and liabilities of the Subsidiary to any of the Secured Parties under or pursuant to any of the Finance Documents (including the Debenture);

"Secured Parties" means all and each of the Agent, the Arranger, the Issuing Bank, the Security Trustee, the Overdraft Bank and the Lenders and "Secured Party" shall be construed accordingly;

"Security Document" means:

- (i) any debenture executed by a Group Company in favour of the Security Trustee;
- (ii) the keyman insurance assignment executed or to be executed by CPL in favour of the Security Trustee;
- (iii) any Book Debt Charge executed by a Group Company; and
- (iv) any guarantee and any document creating Security (as defined in the Facility Agreement) for any of the liabilities of any Obligor;

"Security Trustee" means The Royal Bank of Scotland plc as security trustee under the Facility Agreement;

"Subordination Deed" means the subordination deed made or to be made between (1) the Company (2) CPHL and (3) the Security Trustee;

"Supplemental Fee Letter" means the letter dated on or about the date of the Amendment and Restatement Agreement between the Agent and Topco described on its face as the Supplemental Fee Letter; and

"Topco" means Care Principles Topco Limited (company number 05387989).

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF CARE PRINCIPLES GROUP 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 26 July 2006 in connection with the proposal that the Company's subsidiary Erminecare Limited should give financial assistance for the purchase of all of the Company's ordinary shares.

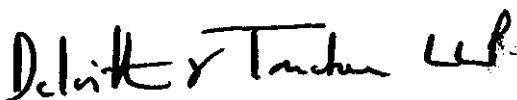
This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

Basis of opinion

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

Opinion

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



Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
London

26 July 2006