

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
MEMBER'S WRITTEN RESOLUTION

of

Project Platinum Limited
(the "Company")

Passed on: 1 March 2006

We, at the date hereof being the sole member of the Company, hereby agree that the following resolutions be passed as a written resolution of the Company pursuant to Section 381A of the Companies Act 1985 (the "Act"), namely:

SPECIAL RESOLUTIONS

- 1 That the Company ratifies the sale by the Company of the entire issued share capital of Manor House Nursing Home (Stamford Bridge) Limited (the "Target") to Barchester Healthcare Homes Limited (the "Buyer") pursuant to an agreement dated 31 December 2005 between the Company and the Buyer for the sale and purchase of the Target, as amended by a deed of variation dated January 2006 (the "Sale Agreement"), a copy of which is attached;
- 2 That the Company approves and the Company be and is hereby authorised to execute a subordination deed (a copy of which is attached) between, inter alia, Barchester Healthcare Limited ("Barchester") and the Agent (as defined in the Facility Agreement) pursuant to which the Company will, amongst other things, enter into certain subordination arrangements with, inter alia, the Security Trustee with respect to the purchase consideration owing to the Company under the Sale Agreement; and
- 3 That the execution of the Subordination Deed and the assumption by the Company of its obligations thereunder is to the commercial benefit, and in the best interests



of the Company and the approval of the Company to enter into the Subordination Deed is given and authorised.

- 4 That the resolutions shall have effect notwithstanding any provision in the Company's memorandum and articles of association.

In accordance with section 381B of the Act, a copy of this written resolution was sent to the Company's auditors at the same time as, or before, this written resolution was supplied to any member of the company for signature.

Signed by )
for an on behalf of **GROVE LIMITED**)

Date: 1 March 2006

DATED 12

JANUARY 2006

PROJECT PLATINUM LIMITED

BARCHESTER HEALTHCARE HOMES LIMITED

DEED OF VARIATION

**relating to agreement
for the sale and purchase of
Manor House Nursing Home (Stamford Bridge) Limited**

***berwin leighton paisner**

Adelaide House London Bridge London EC4R 9HA
tel +44 (0) 20 7760 1000 fax +44 (0) 20 7760 1111

DATED 12 January 2006

PARTIES

- | | | |
|---|--------|---|
| 1 | Seller | Project Platinum Limited (company no 05601709), whose registered office is at Suite 201, The Chambers, Chelsea Harbour, London SW10 0XF |
| 2 | Buyer | Barchester Healthcare Homes Limited (company no 2849519) whose registered office is at Suite 201, The Chambers, Chelsea Harbour, London SW10 0XF |

INTRODUCTION

- A. The parties entered into an agreement for the sale and purchase of Manor House Nursing Home (Stamford Bridge) Limited on 31 December 2005 (the "Agreement").
- B. The parties have agreed to vary the Agreement on the terms set out in this Deed.

OPERATIVE PROVISIONS

1. Interpretation

Words in this Deed shall unless the context requires otherwise have the meanings given to them in the Agreement.

2. Variation

- 2.1 The Agreement shall with effect from the date of this Deed be varied as follows:

Clause 3 of the Agreement shall be deleted and replaced with the following clause 3:

"The purchase consideration for the Shares shall be the sum of £8,617,184.38 and shall be owed by the Buyer to the Seller with effect from the Transfer Date as an interest free loan from the Seller, repayable on demand."

3. General

- 3.1 The provisions of the Agreement shall remain in full force and effect as amended by the provisions of this Deed, and each of the Parties shall be bound by its obligations under the Agreement as so amended.
- 3.2 This Deed shall be governed by and construed in accordance with the laws of England.

Delivered as a deed on the date of this document.

Signed as a deed by **Project Platinum**)
Limited acting by **David Duncan and Jon**)
Hather:)



Director



~~Director/Secretary~~

Signed as a deed by **Barchester**)
Healthcare Homes Limited acting by)
David Duncan and Jon Hather:)



Director



~~Director/Secretary~~

Subordination Deed

Dated 1 March 2006

Barchester Healthcare Homes Limited
(Principal Borrower)

Barchester Healthcare Limited
(Parent)

Project Platinum Limited
(Subordinated Creditor)

The Royal Bank of Scotland plc
(Security Trustee)

Contents

1	Definitions and Interpretation	2
2	Ranking of Liabilities	4
3	Subordinated Liabilities	4
4	Permitted Payment	5
5	Documentation	5
6	Subordination on insolvency	5
7	Representations and Warranties	7
8	Continuing Security	8
9	Waiver of Defences	8
10	Immediate Recourse	9
11	Non-Competition	9
12	Assignment	9
13	Miscellaneous	9
14	Notices	10
15	Partial invalidity	10
16	Remedies and waivers	11
17	Counterparts	11
18	Governing law and enforcement	11

Subordination Deed

Dated 2006

Between

- (1) **Barchester Healthcare Limited** a company incorporated in England and Wales with registered number 02792285 (the **Parent**);
- (2) **Barchester Healthcare Homes Limited** a company incorporated in England and Wales with registered number 02849519 (the **Principal Borrower**);
- (3) **Project Platinum Limited**, a company incorporated in England with company number 05601709 (the **Subordinated Creditor**); and
- (4) **The Royal Bank of Scotland plc** as trustee for and on behalf of the Beneficiaries (the **Security Trustee**).

Recital

- A. By a sale and purchase agreement dated 31 December 2005 and made between the Principal Borrower and the Subordinated Creditor (the **Sale and Purchase Agreement**), the Subordinated Creditor agreed to sell the entire issued share capital in Manor House Nursing Home (Stamford Bridge) Limited to the Principal Borrower (the **Sale**).
- B. By a consent letter dated 31 December 2005 (as amended, superseded and varied by a letter dated 28 February 2006) and made between The Royal Bank of Scotland plc as Agent and the Parent, the Agent consented under the Facility Agreement (as defined below) to the completion of the Sale on certain conditions including among others the entry by the Subordinated Creditor into this Deed.
- C. In consideration of the Agent consenting to the Sale the Subordinated Creditor, Parent and Principal Borrower enter into this Deed.

This deed witnesses:

1 Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Deed unless they are expressly defined in it, and in addition, in this Deed:

Creditors means the Subordinated Creditor and the Security Trustee.

Discharge Date means the date on which the Senior Liabilities have been discharged in full and the Beneficiaries have no continuing obligations to any Group Company whatsoever under the Guarantee Documents.

Enforcement Action means any action to:

- (a) demand payment, declare prematurely due and payable or otherwise seek to accelerate payment of all or part of any Liability;
- (b) enforce (or require any other person to enforce) any Security (whether by sale, possession, appointment of an administrator or otherwise) or any guarantee;

- (c) discharge, sue for or commence proceedings to recover all or part of any Liability or obtain or enforce any judgment against any Group Company in relation to all or part of any Liability;
- (d) petition for, apply for or vote in favour of any resolution for the winding up, dissolution, administration or implementation of a voluntary arrangement in relation to any Group Company; or
- (e) recover or receive all or part of any Liability (including by exercising any rights of set-off or combination of accounts) other than in accordance with this Deed.

Facility Agreement means credit facility agreement dated 19 October 2004 (as amended from time to time) and made between among others the Parent, Principal Borrower, certain subsidiaries of the Parent, the Security Trustee and the Lenders (as defined therein).

Insolvency Event means the occurrence of any event specified in clauses 26.6 (*Insolvency*) to 26.7 (*Insolvency proceedings*) of the Facility Agreement.

Insolvent Obligor means the Principal Borrower in respect of which an Insolvency Event has occurred.

Liability means any liability payable or owing at any time by the Principal Borrower (whether actual or contingent, jointly or severally or otherwise howsoever).

Senior Liability means any liability payable or owing at any time by any Obligor to the Beneficiaries under the Guarantee Documents.

Subordinated Documentation means all agreements evidencing or recording the terms of the Subordinated Liabilities.

Subordinated Liability means any Liability payable or owing at any time to the Subordinated Creditor under the Subordinated Documentation or otherwise and **Subordinated Liabilities** means all of them.

1.2 Construction

The provisions of Clause 1.2 of the Facility Agreement apply to this Deed as though they were set out in full in this Deed save that references to the Agreement are to be construed as references to this Deed.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Guarantee Document a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 The Parties may rescind, amend, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

1.4 Effect as a Deed

This Deed shall take effect even if it is signed under hand on behalf of the Security Trustee.

2 Ranking of Liabilities

- 2.1 Whether secured or unsecured the Senior Liabilities shall rank in priority to the Subordinated Liabilities.
- 2.2 This Deed shall regulate the claims of the Subordinated Creditor in relation to the Subordinated Liabilities.

3 Subordinated Liabilities

3.1 Prohibited actions

Subject to the provisions of Clause 4 (*Permitted Payment*), on or before the Discharge Date, the Parent and the Principal Borrower shall not and shall procure that none of their Subsidiaries will, without the written consent of the Security Trustee (acting on the instruction of the Majority Lenders):

- (a) redeem, defease, purchase (or procure that any person purchase on its behalf) or make any payment or distribution of any kind in respect or on account of the Subordinated Liabilities or seek to discharge all or part of the Subordinated Liabilities in any way;
- (b) create or permit to subsist any Security over any asset of any Group Company or give or permit to subsist any guarantee or any financial support in respect of the whole or any part of the Subordinated Liabilities other than under the Security Documents and/or Finance Documents;
- (c) acquire or procure that any person acquire on its behalf all or part of the Subordinated Liabilities;
- (d) take or omit to take any action as a result of which the ranking or subordination of the Subordinated Liabilities contemplated by this Deed would be impaired; or
- (e) make any payment or distribution of any kind to the Subordinated Creditor, create or permit to subsist any guarantee or Security over any of its assets in respect of any obligation of, or acquire any obligation of, the Subordinated Creditor.

3.2 Prohibited actions by Subordinated Creditor

Subject to the provisions of Clause 4 (*Permitted Payment*), except as permitted by Clause 6 (*Subordination on insolvency*), on or before the Discharge Date, the Subordinated Creditor shall not, without the written consent of the Security Trustee (acting on the instructions of the Majority Lenders):

- (a) accept, demand or receive any payment or distribution of any kind in respect or on account of the Subordinated Liabilities;
- (b) take, accept or receive the benefit of, any Security over any asset of any Group Company or any guarantee in respect of all or part of the Subordinated Liabilities;
- (c) discharge all or part of the Subordinated Liabilities by set-off, combination of accounts or otherwise;
- (d) exercise its rights or powers under any Subordinated Documentation (including any Enforcement Action) or otherwise against the Principal Borrower;
- (e) petition or apply for the winding up, dissolution or administration (or any other analogous proceedings in any jurisdiction) of the Principal Borrower; or

- (f) take or omit to take any action as a result of which the ranking or subordination arrangements provided for in this Deed would be impaired.

3.3 Turnover by Subordinated Creditor

- 3.3.1 Subject to the provisions of Clause 4 (*Permitted Payment*), if the Subordinated Creditor receives any payment or distribution made in breach of Clause 3.1 (*Prohibited action*) or 3.2 (*Prohibited action by Subordinated Creditor*) at any time before the Discharge Date (whether by way of set-off, combination of accounts or any other means) the recipient or beneficiary of that payment or distribution shall hold it on trust for, and pay it immediately to (or as directed by), the Security Trustee after deducting the costs, liabilities, expenses (if any) reasonably incurred in recovering or receiving that payment or distribution.
- 3.3.2 The Subordinated Liabilities shall be deemed not to have been reduced or discharged to the extent of any payment to, or directed by, the Security Trustee under Clause 3.3 (*Turnover by Subordinated Creditor*).

3.4 Subrogation of Subordinated Creditor

The Subordinated Creditor shall not in any circumstances be subrogated to any right of the Security Trustee or any Security or guarantee arising under the Guarantee Documents.

4 Permitted Payment

- 4.1 Notwithstanding anything to the contrary contained herein, so long as no Default is continuing, the Principal Borrower may pay in cash to the Subordinated Creditor the total aggregate sum of £8,617,184.38, only pursuant to a Utilisation of an Acquisition Loan permitted pursuant to the Facility Agreement.

5 Documentation

5.1 Documentation

- 5.1.1 If there is any inconsistency between the terms of this Deed and the terms on which the Subordinated Liabilities were incurred by the Principal Borrower, the terms of this Deed shall prevail.
- 5.1.2 Any amendment to this Deed made or purported to be made without the consent of the Security Trustee (acting on instruction of the Majority Lenders) shall be void.

6 Subordination on insolvency

6.1 Subordination before the Discharge Date

If an Insolvency Event in relation to the Principal Borrower occurs on or before the Discharge Date:

- (a) the Subordinated Liabilities owed by the Principal Borrower shall be postponed and subordinated to the Senior Liabilities;
- (b) the Subordinated Creditor shall file any proof or other claim necessary for the recovery of the Liabilities owed by the Principal Borrower; and
- (c) if the Subordinated Creditor receives or is entitled to any payment or distribution, or any right in respect of any payment or distribution, in relation to any Liability from the Principal Borrower or any Receiver of the Principal Borrower or its estate, it shall hold

that payment, distribution or right on trust for the Security Trustee and shall promptly pay, transfer or assign it to the Security Trustee.

6.2 Failure of trust

If any trust referred to in Clause 6.1 (*Subordination before the Discharge Date*), fails or cannot be given effect, the Subordinated Creditor receiving any such payment or distribution shall pay an amount equal to that payment or distribution to the Security Trustee.

6.3 Exercise of rights

The Subordinated Creditor irrevocably authorises and empowers the Security Trustee to:

- (a) demand, sue, prove for, collect and receive every Liability, payment or distribution referred to in Clause 6.1 (*Subordination before the Discharge Date*), and give receipts for them;
- (b) receive all payments or distributions of any kind in respect of any liabilities due from the Principal Borrower; and
- (c) file all claims and proofs, take all proceedings and do everything (in its own name, the Security Trustee's name or otherwise) that the Security Trustee may deem necessary or advisable to enforce this Deed or to recover any Liability due from the Principal Borrower.

6.4 Authorisation to Receiver

Any Receiver of the Principal Borrower or its estate is authorised by the Creditors to apply any assets or moneys received by it in accordance with the terms of this Deed.

6.5 Voting before Discharge Date

6.5.1 On the occurrence of an Insolvency Event in relation to the Principal Borrower before the Discharge Date, the Security Trustee may exercise all powers of convening meetings, voting and representation in respect of the Subordinated Liabilities owed by the Principal Borrower.

6.5.2 The Subordinated Creditor shall provide all forms of proxy and representation reasonably required by the Security Trustee for those purposes.

6.6 Non-entitlement

If the Security Trustee is not entitled to or does not wish itself to exercise a power or right conferred by Clause 6.3 (*Exercise of Rights*) or 6.5 (*Voting before the Discharge Date*), the Subordinated Creditor shall exercise all powers and rights that the Security Trustee reasonably requires.

6.7 Subordinated Creditor protection

6.7.1 Nothing in this Clause 6 shall entitle the Security Trustee to exercise (or to require the Security Trustee to exercise) the powers conferred by it to waive or amend any provision of any Guarantee Document or Subordinated Document or to waive, reduce, discharge or postpone the due date for payment of, any Subordinated Liability.

6.7.2 The Security Trustee and the Subordinated Creditor may file all claims and proofs necessary to ensure that the Subordinated Liabilities may be enforced in any insolvency or liquidation proceeding.

6.8 Turnover

6.8.1 The Subordinated Creditor (until the Discharge Date) shall, on demand by the Security Trustee pay to it for application in accordance with this Deed an amount equal to the amount of all payments and distributions in cash or in kind:

- (a) received by or on behalf of the Subordinated Creditor from any Insolvent Obligor (or any Receiver of an Insolvent Obligor) on or after the occurrence of any Insolvency Event; and
- (b) which are payments or distributions of or in respect of any Subordinated Liability.

6.8.2 Pending application, the Security Trustee shall hold all payments received in accordance with Clause 6.8.1 on trust for the beneficiaries entitled to them.

6.9 Direction to Receiver

The Subordinated Creditor shall direct any Receiver or other person distributing the assets of an Insolvent Obligor or their proceeds to pay distributions on the Subordinated Liabilities direct to the Security Trustee until the Senior Liabilities have been paid in full.

6.10 Co-operation of Subordinated Creditors

Before the Discharge Date, the Subordinated Creditor shall give all notices and do everything that the Security Trustee reasonably requests to give effect to this Clause 6.

7 Representations and Warranties

7.1 Representations and warranties

The Subordinated Creditor makes to the Security Trustee the representations and warranties set out in this Clause 7 in relation to itself.

7.2 Status

7.2.1 It is a limited liability company, duly incorporated and validly existing under the laws of the country of its incorporation.

7.2.2 It has the power to own its assets and carry on its business as it is being conducted.

7.3 Powers and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.

7.4 Legal validity

Subject to the Reservations, this Deed constitutes, or when executed in accordance with its terms will constitute, its legal, valid and binding obligation, enforceable, in accordance with its terms.

7.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not:

- (a) conflict with any law or regulation or judicial or official order; or

- (b) conflict with its constitutional documents; or
- (c) conflict with any document which is binding upon it or any of its assets.

7.6 Authorisations

All authorisations required or desirable in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect.

7.7 Times for making representations and warranties

The representations and warranties set out in this Clause 6 are made on the date of this Deed.

8 Continuing Security

The obligations of the Subordinated Creditor, the Parent and the Principal Borrower under this Deed are continuing and shall remain in full force and effect until the ultimate balance of the Senior Liabilities has been paid, discharged or satisfied in full notwithstanding the liquidation or other incapacity or any change in the constitution of the Subordinated Creditor, the Principal Borrower or Parent or in the name and style of any of them or any settlement of account or other matter whatsoever.

9 Waiver of Defences

The obligations of the Subordinated Creditor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause would reduce, release or prejudice any of those obligations under this Deed (whether or not known to the Subordinated Creditor or the Security Trustee) including:

- (a) any time or waiver granted to, or composition with, any Obligor or the Subordinated Creditor or any other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or the Subordinated Creditor or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor, the Subordinated Creditor or any other person;
- (e) any variation (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Guarantee Document or any other document or security;
- (f) any unenforceability, illegality, frustration or invalidity of any obligation of, or any security created by, any person under any Guarantee Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure in relation to any Obligor or the Subordinated Creditor.

10 Immediate Recourse

The Subordinated Creditor waives any right it may have of first requiring the Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of a Guarantee Document to the contrary.

11 Non-Competition

Subject to the provisions of Clause 4 (*Permitted Payment*), until all amounts which may be or become payable by each Obligor under or in connection with the Guarantee Documents have been irrevocably paid in full, the Subordinated Creditor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Security Trustee (or any trustee or agent on its behalf) or any Finance Party or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of its liability under this Deed;
- (b) claim, rank, prove or vote as a creditor of the Principal Borrower or its estate in competition with the Security Trustee (or any trustee or agent on its behalf) or any Finance Party; or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of the Principal Borrower, or exercise any right of set-off as against the Principal Borrower.

The Subordinated Creditor shall hold in trust for and forthwith pay or transfer to the Security Trustee any payment or distribution or benefit of security received by it contrary to this Deed.

12 Assignment

12.1 Assignments and transfers by the Security Trustee

The Security Trustee shall have a full and unfettered right to assign or otherwise transfer the whole or any part of the benefit of this Deed to any person to whom all or a corresponding part of its rights and benefits, and, where applicable, obligations under any of the Guarantee Documents are assigned or transferred in accordance with the provisions thereof.

12.2 Assignments and transfers by Obligors and Subordinated Creditors

None of the Parent, Principal Borrower or Subordinated Creditor may transfer or assign all or part of its rights, benefits or obligations under this Deed.

13 Miscellaneous

The Parent and the Principal Borrower enter into this Deed to acknowledge and agree to the arrangements between the Creditors. No obligation in this Deed is for the benefit of the Parent or the Principal Borrower.

14 Notices

14.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

14.2 Addresses

- 14.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that specified in Clause 14.2.2 below or any substitute address or fax number or department or officer as any Party may notify to the other Parties by not less than five Business Days' notice.

14.2.2 Subordinated Creditor

Suite 201
The Chambers
Chelsea Harbour
London SW10 0XF
Fax: 0207 352 2229

Attn: David Duncan

Security Trustee

The Royal Bank of Scotland plc
135 Bishopsgate
London

Fax: 0207 615 7673

Attn: Loans Administration

14.3 Delivery

- 14.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 14.2 (Addresses), if addressed to that department or officer.

- 14.3.2 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is addressed in accordance with Clause 14.2.2.

15 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

16 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy provided by this agreement or by law shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies of the Finance Parties provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law. A waiver or consent granted by the Finance Parties under this Deed will only be effective if given in writing and then only in the instance and for the purpose for which it is given.

17 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

18 Governing law and enforcement

18.1 Governing law

This Deed is governed by English law.

18.2 Jurisdiction

- 18.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 18.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 18.2.3 This Clause 18.2 is for the benefit of the Security Trustee and the Beneficiaries only. As a result, the Security Trustee and the Beneficiaries shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Parent

EXECUTED as a Deed by
Barchester Healthcare Limited
acting by two Directors or one Director
and its Secretary

)
)
)
)
)

Director

[Signature]

Director / Secretary

[Signature]

Principal Borrower

EXECUTED as a Deed by
Barchester Healthcare Homes Limited
acting by two Directors or one Director
and its Secretary

)
)
)
)
)

Director

[Signature]

Director / Secretary

[Signature]

Subordinated Creditor

EXECUTED as a Deed by
Project Platinum Limited
acting by two Directors or one Director
and its Secretary

)
)
)
)
)

Director

[Signature]

Director/Secretary

[Signature]

Security Trustee

Signed and Delivered as a deed
For and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
By a duly authorised Attorney

)
)
)
)
)

In the presence of: