

CHFP025

Please do not
write in this
margin

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

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

For official use

Company number

		*		*		

6088220

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

Name of company

* Avery Homes Northampton Limited

* insert full name
of company

XWe 0 Ian Matthews of the Croft, Glyndwr Road, Glernymyn, Mold, Flintshire
CH7 5JW, and

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

John Michael Barrie Strowbridge of Keepers Lodge, Hollowell Reservoir,
Hollowell, Northampton, Northamptonshire NN6 8RL

† delete as appropriate

~~XXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that
The business of the company is

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above \$

The company is proposing to give financial assistance in connection with the acquisition of shares in the
~~XXXXXX~~ [company's holding company Avery Care Developments Limited (company number
5675612) ~~XXXXXX~~

The assistance is for the purpose of [REDACTED]
[REDACTED] †

The number and class of the shares acquired or to be acquired is 1 ordinary share of £1 00

Presenter's name address and
reference (if any)
OLSWANG
90 High Holborn
London
WC1V 6XX
(Ref 2677261)

37972 Kingsway

For official Use
General Section

Post room

THURSDAY



LD2

L2JVBRY1
09/08/2007
COMPANIES HOUSE

248

The assistance is to be given to (note 2) Optimum Debtco Limited (company number 6063778)

Please do not
write in this
margin

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

The assistance will take the form of

Please see Exhibit 1

The person who [has acquired] ~~100,000,000~~ † the shares is

† delete as
appropriate

Optimum Debtco Limited (company number 6063778)

The principal terms on which the assistance will be given are

Please see Exhibit 2

The amount of cash to be transferred to the person assisted is £ up to £65,000,000

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

The date on which the assistance is to be given is within 8 weeks of today's date

delete either (a) or
(b) as appropriate

(a) ~~¶~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

Declarants to ~~sign~~ below

before me Walter

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

Lianne C Viljoen LL B
Solicitor
41 Meadow Road
Kettering
Northants NN16 8TN

NOTES

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

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

or for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Company Number: 6088220

COMPANIES FORM 155(6)a

AVERY HOMES NORTHAMPTON LIMITED

("the Company")

Exhibit 1

This is Exhibit 1 to the Statutory Declaration and Companies House Form 155(6)(a) made by all the directors of the Company on 03 08 2007

- 1 The financial assistance will take the form of the execution, delivery and performance by, inter alia, the Company of the following documents (as the same may be amended, restated, varied, supplemented, increased or replaced from time to time) in connection with the Acquisition (as defined below) and with a facilities agreement ("**Facilities Agreement**") dated 6 June 2007 between, inter alia, Optimum Debtco Limited as borrower (the "**Borrower**") and The Royal Bank of Scotland plc (the "**Bank**") for the provision of a facility A loan of £41,400,000 (the "**Facility A Loan**") and a facility B loan of £5,100,000 (the "**Facility B Loan**") and an overdraft of £250,000 (the "**Overdraft**") (together the Facility A Loan, the Facility B Loan and the Overdraft are the "**Facilities**") to the Borrower to finance, inter alia, the Borrower's acquisition on 6 June 2007 of the entire issued share capital of Avery Care Developments Limited ("**Avery**"), parent of the Company (the "**Acquisition**")
- 1 1 an accession letter ("**Accession Letter**") to the Facilities Agreement, containing a corporate guarantee given by each guarantor, pursuant to which the Company will accede as an additional guarantor to the Facilities Agreement for the provision of the Facilities to the Borrower. Under the terms of the corporate guarantee the Company will guarantee the payment of, inter alia, all present and future indebtedness, monies, obligations and liabilities of the Borrower and each other borrower and/or guarantor under the Facilities Agreement and the other Finance Documents to the Finance Parties (as both terms are defined in the Facilities Agreement),
- 1 2 a deed of accession ("**Composite Debenture Accession**") pursuant to which, inter alia, the Company will accede as a charging company under a composite debenture dated 6 June 2007 ("**Composite Debenture**") between the Borrower and the Security Trustee (as defined in the Facilities Agreement). Under the Composite Debenture, the Borrower charged and mortgaged the whole of its property, undertaking and assets (including by way of fixed and floating charge) and pursuant to the terms of the Composite Debenture Accession, inter alia, the Company will charge and mortgage the whole of its property, undertaking and assets (including by way of fixed and floating charge), in each case, in favour of the Security Trustee to secure, amongst other things, their present and future indebtedness, obligations and liabilities to the Finance Parties. It was noted that pursuant to the Composite Debenture Accession the Company would also charge and mortgage the whole of its property, in favour of the Security Trustee (as defined therein) to secure, amongst other things, their present and future indebtedness, obligations and

liabilities to the Finance Parties from time to time including those under the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),

- 1 3 a letter of appointment ("**Intra-Group Loan Appointment Letter**") pursuant to which the Company would be appointed a lender and borrower under an intra-group funding agreement between, inter alia, Avery and the Borrower dated 6 June 2007 ("**Intra-Group Loan Agreement**") and whereby upon accession thereto, inter alia, the Company will, if requested by the Borrower, lend to the Borrower such sums as the Borrower considers necessary to meet its payment obligations under and in respect of, amongst other things, the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement) and to pay certain fees in connection with the Acquisition and the Borrower will, if requested by the Company, lend to the Company such sums as may be required for its working capital purposes,
- 1 4 a deed of accession ("**Intercreditor Accession**") pursuant to which, inter alia, the Company will accede as a new obligor and intra group creditor to an intercreditor agreement dated 6 June 2007 ("**Intercreditor Agreement**") between the Borrower as Original Borrower and Original Guarantor (each as defined in the Intercreditor Agreement) the Bank as Senior Security Trustee, Senior Facility Agent, Original Hedging Lender and Original Senior Lender (each as defined in the Intercreditor Agreement) and Optimum Care Limited as Original Guarantor, Original Class A Junior Lender and Original Class B Junior Lender (each as defined in the Intercreditor Agreement) Pursuant to the terms of the Intercreditor Agreement, the parties acknowledge the arrangements between themselves, regulating their rights, responsibilities, claims, priorities and subordination against and in respect of each other,
- 1 5 the performance of any acts or the execution of any other documents, ancillary or otherwise relating to the above documents or the related transaction, including the repayment of any indebtedness of the Company or of any of the Company's previous owners
- 2 The entry into of the Accession Letter, the Composite Debenture Accession, the Intra-Group Loan Appointment Letter and the Intercreditor Accession and the performance of obligations pursuant to the documents listed at paragraphs 1 1 to 1 5 above by the Company will constitute financial assistance under s151 of the Companies Act 1985 in connection with the Acquisition

Company Number. 6088220

COMPANIES FORM 155(6)a

AVERY HOMES NORTHAMPTON LIMITED

("the Company")

Exhibit 2

This is Exhibit 2 to the Statutory Declaration and Companies House Form 155(6)(a) made by all the directors of the Company on 03.08.2007

All undefined capitalised terms within this Exhibit 2 are defined in Exhibit 1 hereto

The principal terms on which the financial assistance by the Company will be given are

- 1 By executing the Accession Letter the Company will be treated as an additional guarantor to the Facilities Agreement and will guarantee the payment of, inter alia, all monies and liabilities due or incurred to the Bank pursuant to the corporate guarantee contained within the Facilities Agreement,
- 2 By executing the Composite Debenture Accession the Company will be treated as a charging company under the Composite Debenture and will charge and mortgage the whole of its property, undertaking and assets (including by way of fixed and floating charge) in favour of the Bank to secure, amongst other things, its liabilities to the Bank from time to time including those under the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement),
- 3 By executing the Intra-Group Loan Appointment Letter the Company will be treated as a Lender under the Intra-Group Loan Agreement and will, if requested by the Borrower, lend to the Borrower such sums as the Borrower considers necessary to meet its payment obligations under and in respect of, amongst other things, the Facilities Agreement, the Loan Documents (as defined in the Facilities Agreement) and to pay certain fees in connection with the Acquisition and the Loan Documents, and
- 4 By executing the Intercreditor Accession the Company will acknowledge the arrangements between the parties and regulate the rights, responsibilities, claims, priorities and subordination against and in respect of each of the parties