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CHFP004

COMPANIES FORM No. 155(6)a
Declaration in relation to
assistance for the acquisition
of shares.

155(6)a

Please do not
write in this
margin

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

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

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

For official use

Company number

[Empty box for official use]

2647567

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

Name of company
\* LA PIERRE CARE HOMES LIMITED

\* insert full name of
company
o insert name(s) and
address(es) of all
the directors

weo MICHAEL ANTHONY STRATORD
of Acma, 10 Anne Hathaway Drive, Churchdown, Gloucester GL3 3PX

and

GEORGE HENRY BLACKOE
of 4 Ridgeway, Nettleham, Lincolnshire LN2 2TL

† delete as
appropriate

The sole director(s) [all the directors] † of the above company do solemnly and sincerely declare that:
The business of the company is:

§ delete whichever
is inappropriate

- (a) that a recognised bank licensed institution ... within the meaning of the Banking Act 1979 ...
(b) that of a person authorised under section 2 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom ...
(c) something other than the above §

WDS/vf

The company is proposing to give financial assistance in connection with the acquisition of shares in
the [company] [company's holding company
XXX limited] †

WDS/vf

The assistance is for the purpose of [that acquisition] [purchase of shares in the company]
purpose of the acquisition †

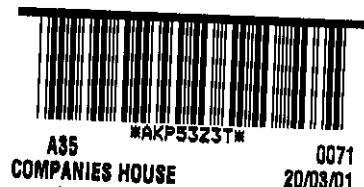
The number and class of the shares acquired or to be acquired is: 100 Ordinary Shares

Presenter's name address and
reference (if any):
Simon Bishop and Partners
Solicitors
DX 19923
Droitwich

Ref: SJB GD NCCH

For official Use
General Section

Post room



The assistance is to be given to: (Note 2) Craegmoor Group Limited (Craegmoor)  
whose registered office is at "Hillcairnie" St Andrews Road Droitwich WR9 8DJ

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:

1. The entering into by the Company of a Guarantor Accession Deed ("the Guarantor Accession Deed") in favour of Barclays Bank plc ("the Security Agent") as agent and trustee for the Banks pursuant to a Term Loan Facility Agreement (the Term Loan Facility Agreement) dated the 18 September 2000 as varied from time to time and made between the parties more particularly defined therein to secure, inter alia, the obligations of Craegmoor to the Banks (as defined in the Term Loan Facility Agreement).
2. The entering into by the Company of a Debenture ("the Debenture") in favour of Barclays Bank plc ("the Security Agent") as agent and trustee for the Banks pursuant to a Term Loan Facility Agreement (the Term Loan Facility Agreement) dated the 18 September 2000 as varied from time to time and made between the parties more particularly defined therein to secure intere alia the obligations of Craegmoor to the Banks (as defined in the Term Loan Facility Agreement)

The person who [has acquired] ~~will acquire~~<sup>†</sup> the shares is:

† delete as  
appropriate

Craegmoor Group Limited

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

SEE RIDER A

The amount of cash to be transferred to the person assisted is £ \_\_\_\_\_

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

The date on which the assistance is to be given is \_\_\_\_\_

## RIDER A

1. Under the terms of a Guarantor Accession Deed the Company will guarantee that it will pay on demand to the Security Agent and will indemnify the Security Agent in respect of all moneys and discharge all obligations and liabilities of inter alia Craegmoor under the Term Loan Facility

2. Under the Debenture the Company as continuing security will charge in favour of the Security Agent as agent and trustee for the parties to the Term Loan Facility;

(a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at HM Land Registry and which is described in Schedule 1 of the Debenture, if any, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at HM Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;

(d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company;

(e) by way of first fixed charge the benefit of all present and future licenses, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the freehold or leasehold property specified in sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

(f) by way of first fixed charge all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time; and

(g) by way of a first floating charge the undertaking and all other assets of the Company whatsoever and wheresoever both present and future

Please do not write in this margin

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

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

- (a) [I/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)
- (b) ~~It is intended to commence the winding up of the company within 12 months of that date and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up. (note 3)~~ ~~xxxx~~

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

And I/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 Goff's Oak House  
Goff's Oak, Herefordshire

Declarants to sign below

Day Month Year  
on 

0	9	0	3	2	0	0	1
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before me [Handwritten 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  
DX: 33050  
Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB  
DX: 235  
Edinburgh