



COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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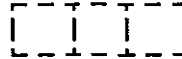
Pursuant to section 155(6) of the Companies Act 1985

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



03679340

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

Name of company

* HIGHFIELD HOME PROPERTIES LIMITED

* insert full name of company

X We do SEE ATTACHMENT 1

† name(s) and address(es) of all directors

† delete as appropriate

[XXXXXXXXXXXX] all the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

(a) that of a recognised bank licensed in accordance with the meaning of the Banking Act 1979

(b) that of a person authorised under section 4(1) of the Insurance Companies Act 1982 to carry on the business of an insurer

(c) something other than the above§

§ delete whichever is inappropriate

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

[XXXXXXXX] [company's holding company] HIGHFIELD HOLDINGS LIMITED

XXXXXX

The assistance is for the purpose of [XXXXXXXXXXXX] [reducing or discharging a liability incurred for the purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: _____

SEE ATTACHMENT 2

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

Ashurst Broadwalk House 5 Appold Street London EC2A 2HA 639 London/City

For official Use General Section



LD4 COMPANIES HOUSE

LXGLZ4F1

0248 14/04/05

The assistance is to be given to: (note 2) _____

SEE ATTACHMENT 3

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:

SEE ATTACHMENT 4

The person who [has acquired] [~~will acquire~~] the shares is:

SOUTHERN CROSS BIDCO LIMITED

† delete as
appropriate

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

SEE ATTACHMENT 5

The amount of cash to be transferred to the person assisted is £ SEE ATTACHMENT 6

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 TODAY'S DATE

Please do not write in this margin

XWe 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) **X**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)

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

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and 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)

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 PAISLEY

Declarants to sign below

John Murphy
JOHN MURPHY

on

Day	Month	Year
08	04	2005

before me EMMA A NEES *[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
37 Castle Terrace
Edinburgh
EH1 2EB

HIGHFIELD HOME PROPERTIES LIMITED (the "Company")

COMPANY NUMBER: 03679340

Attachments to Form 155(6)(a)

ATTACHMENT 1

John Murphy
21 Montgreenan View
Kilwinning
Ayrshire
KA13 7NL

Christopher Rutter
15 The Dell
Bishop Auckland
County Durham
DL14 7HJ

Philip Henry Scott
The Old Vicarage
Newgate
Barnard Castle
County Durham
DL12 8NW

Graham Kevin Sizer
Old Salutation Barn
Low Street
Little Fencote
Northallerton
DL7 9LR

ATTACHMENT 2

122,000 ordinary shares of £1 each

ATTACHMENT 3

Southern Cross Bidco Limited (registered number 05221235)

Registered office:

UNIT 2G FIRST FLOOR
ENTERPRISE HOUSE
VALLEY STREET NORTH DARLINGTON
COUNTY DURHAM DL1 1GY

ATTACHMENT 4

In respect of the acquisition of shares in the Company by Southern Cross Bidco Limited (the "**Acquisition**") the assistance will take the form of:

1. Facilities Agreement

By executing the Facilities Agreement (as defined below) the Company will grant guarantees and indemnities to the persons (the "**Financiers**") providing Southern Cross Bidco Limited and others with:

£121,054,000 *of*

- (a) loan facilities of initially up to about ~~£139,000,000~~ pursuant to a senior facilities agreement to be dated on or about 11 April 2005 (the "**Facilities Agreement**"); and entered into amongst others, between Southern Cross Bidco Limited as parent, the companies identified therein as original borrowers, the companies identified therein as original guarantors, Barclays Capital as arranger and bookrunner, the financial institutions identified therein as original lenders and Barclays Bank Plc as agent, security agent and in various other capacities.
- (b) interest rate hedging contracts and instruments (the "**Hedging Contracts**").

By entering into the Facilities Agreement the Company will also give certain representations and warranties, covenants and indemnities to the Financiers to enable the Financiers to make the facilities under the Facilities Agreement available.

2. Priority

Priority and subordination arrangements entered into by the Company with (among others) the Financiers pursuant to an intercreditor deed to be dated on or about 11 April 2005 (the "**Intercreditor Document**") entered into between, amongst others, Barclays Bank Plc as security agent and senior agent, the financial institutions listed therein as senior creditors, the hedge counterparties, TBG Opco 3 Limited as parent holdco, Southern Cross Bidco Limited as parent and the companies listed therein as obligors, intercompany debtors and the intercompany creditors.

3. Upstream Loan Facility

An intra-group loan facility granted by the Company along with other members of the group of companies of which it is a member in favour of Southern Cross Bidco Limited pursuant to a facility letter dated on or about the date of this declaration.

The assistance will take the form of a declaration of trust by the Company over the entire issued share capital of Highfield Home Properties (Perth) Limited, Abbeycourt Care Limited, Dunblair Home Limited, Nightingale Private Nursing Home Limited and Highfield Care Limited in favour of Southern Cross (Highfield Holdco) Limited.

ATTACHMENT 5

In respect of the Acquisition, the principal terms on which the assistance will be given are:

1. Facilities Agreement

1.1 The guarantees and indemnities referred to in paragraph 1 of attachment 4 are recorded in clause 22 of the Facilities Agreement and pursuant to which the Company irrevocably and unconditionally jointly and severally with other Guarantors:

- (a) guarantees to each Financier punctual performance by each other group company party to the Finance Documents (an "**Obligor**") of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Financier that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it will immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnifies each Financier immediately on demand against any cost, loss or liability suffered by that Financier for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality). The amount of that cost, loss or liability shall be equal to the amount which the Financier would otherwise have been entitled to recover.

1.2 The executing the Facilities Agreement the Company will give various representations and warranties, undertakings, covenants and indemnities and agree to pay certain costs, fees and expenses to the Financiers.

2. Priority

By becoming a party to the Intercreditor Document, the Company (amongst other things) will:

- 2.1 covenant to pay the amounts owing under the Finance Documents;
- 2.2 agree that any sums owed to it by way of intra-group loan by other members of its group will be subordinated to sums owed by such members of the group to the Financiers; and
- 2.3 give various representations and warranties, covenants, undertakings and indemnities, and agree to pay certain costs, fees and expenses to the Financiers.

3. Upstream Loan

By executing the facility letter referred to in paragraph 3 of attachment 4, the Company, together with other members of its group, will make available to Southern Cross Bidco Limited a revolving loan facility of such amounts as are required from time to time by Southern Cross Bidco Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

4. Amendments

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

The principle terms on which the assistance will be given are: the consideration being satisfied by the assumption of an intercompany liability that will be subject to the intercreditor document. *Oh E*

ATTACHMENT 6

In respect of the Acquisition of the amount of cash to be transferred to the person assisted at the time of the giving of the financial assistance is nil. However, cash may become payable under the Upstream Loan Facility and/or under the other documents mentioned in attachment 4.

G

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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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

[] [] [] [] [] [] [] [] [] []

03679340

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

Name of company

* HIGHFIELD HOME PROPERTIES LIMITED

* insert full name of company

~~We~~ SEE ATTACHMENT 1

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

† delete as appropriate

~~We~~ [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 of a recognised bank, licensed institution, within the meaning of the Banking Act 1987, or of a person authorised under section 41 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;~~

~~(b) that of a person authorised under section 41 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;~~

~~(c) something other than the above§~~

(c) something other than the above§

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

~~company's~~ [company's holding company] HIGHFIELD HOLDINGS LIMITED

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

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

SEE ATTACHMENT 2

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA
639 London/City

For official Use
General Section

COMPANIES HOUSE

14/04/05

The assistance is to be given to: (note 2) _____

SEE ATTACHMENT 3

Please do not
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Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE ATTACHMENT 4

The person who [has acquired] ~~[will acquire]~~ the shares is:

SOUTHERN CROSS BIDCO LIMITED

† delete as
appropriate

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

SEE ATTACHMENT 5

The amount of cash to be transferred to the person assisted is £ SEE ATTACHMENT 6

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 TODAY'S DATE

Please do not write in this margin

XWe 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) **X**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)

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

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and 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)~~

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 Ashursts

Declarants to sign below

PHILIP HENRY SCOTT

Day Month Year
on

0	8	0	4	2	0	0	5
---	---	---	---	---	---	---	---

CHRISTOPHER RUTTER

before me Claire Josephine Bernick

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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Edinburgh
EH1 2EB

HIGHFIELD HOME PROPERTIES LIMITED (the "Company")

COMPANY NUMBER: 03679340

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ATTACHMENT 1

John Murphy
21 Montgreenan View
Kilwinning
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15 The Dell
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County Durham
DL14 7HJ

Philip Henry Scott
The Old Vicarage
Newgate
Barnard Castle
County Durham
DL12 8NW

Graham Kevin Sizer
Old Salutation Barn
Low Street
Little Fencote
Northallerton
DL7 9LR

ATTACHMENT 2

122,000 ordinary shares of £1 each

ATTACHMENT 3

Southern Cross Bidco Limited (registered number 05221235)

Registered office:

UNIT 2G FIRST FLOOR
ENTERPRISE HOUSE
VALLEY STREET NORTH DARLINGTON
COUNTY DURHAM DL1 1GY

ATTACHMENT 4

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1. Facilities Agreement

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B. P. CSB

£121,054,000

- (a) loan facilities of initially up to about ~~£139,000,000~~ pursuant to a senior facilities agreement to be dated on or about 11 April 2005 (the "**Facilities Agreement**"); and entered into amongst others, between Southern Cross Bidco Limited as parent, the companies identified therein as original borrowers, the companies identified therein as original guarantors, Barclays Capital as arranger and bookrunner, the financial institutions identified therein as original lenders and Barclays Bank Plc as agent, security agent and in various other capacities.
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By entering into the Facilities Agreement the Company will also give certain representations and warranties, covenants and indemnities to the Financiers to enable the Financiers to make the facilities under the Facilities Agreement available.

2. Priority

Priority and subordination arrangements entered into by the Company with (among others) the Financiers pursuant to an intercreditor deed to be dated on or about 11 April 2005 (the "**Intercreditor Document**") entered into between, amongst others, Barclays Bank Plc as security agent and senior agent, the financial institutions listed therein as senior creditors, the hedge counterparties, TBG Opco 3 Limited as parent holdco, Southern Cross Bidco Limited as parent and the companies listed therein as obligors, intercompany debtors and the intercompany creditors.

3. Upstream Loan Facility

An intra-group loan facility granted by the Company along with other members of the group of companies of which it is a member in favour of Southern Cross Bidco Limited pursuant to a facility letter dated on or about the date of this declaration.

* SEE NEXT PAGE FOR RIDER 1
ATTACHMENT 5

In respect of the Acquisition, the principal terms on which the assistance will be given are:

1. Facilities Agreement

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- (b) undertakes with each Financier that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it will immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnifies each Financier immediately on demand against any cost, loss or liability suffered by that Financier for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality). The amount of that cost, loss or liability shall be equal to the amount which the Financier would otherwise have been entitled to recover.

1.2 The executing the Facilities Agreement the Company will give various representations and warranties, undertakings, covenants and indemnities and agree to pay certain costs, fees and expenses to the Financiers.

2. Priority

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- 2.1 covenant to pay the amounts owing under the Finance Documents;
- 2.2 agree that any sums owed to it by way of intra-group loan by other members of its group will be subordinated to sums owed by such members of the group to the Financiers; and
- 2.3 give various representations and warranties, covenants, undertakings and indemnities, and agree to pay certain costs, fees and expenses to the Financiers.

3. Upstream Loan

By executing the facility letter referred to in paragraph 3 of attachment 4, the Company, together with other members of its group, will make available to Southern Cross Bidco Limited a revolving loan facility of such amounts as are required from time to time by Southern Cross Bidco Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

4. Amendments

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

* See RIDER 2
ATTACHMENT 6

In respect of the Acquisition of the amount of cash to be transferred to the person assisted at the time of the giving of the financial assistance is nil. However, cash may become payable under the Upstream Loan Facility and/or under the other documents mentioned in attachment 4.

* RIDER 1

The assistance will take the form of a declaration of trust by the Company over the entire issued share capital of Highfield Home Properties (Perth) Limited, Abbeycourt Care Limited, Dunlory Home Limited, Nightingale Private Nursing Home Limited and Longfield Care Limited in favour of Southern Cross (Highfield Holdco) Limited

CSB
B
CSB
B

* RIDER 2

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

The consideration being satisfied by the assumption of an intercompany liability that will be subject to the Intercreditor Document

G

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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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

[] [] [] [] [] [] [] []

03679340

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

Name of company

* HIGHFIELD HOME PROPERTIES LIMITED

* insert full name of company

~~We~~ SEE ATTACHMENT 1

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

† delete as appropriate

~~We~~ [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 of a recognised bank, or of a recognised institution, within the meaning of the Banking Act 1979,~~

~~(b) that of a person authorised under section 1 of the Financial Services and Markets Act 2000 to carry on a regulated activity,~~

~~(c) that of a person authorised under section 1 of the Financial Services and Markets Act 2000 to carry on a regulated activity,~~

(c) something other than the above§

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

~~company~~ [company's holding company] HIGHFIELD HOLDINGS LIMITED

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

The number and class of the shares acquired or to be acquired is: _____

SEE ATTACHMENT 2

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA
639 London/City

For official Use
General Section

COMPANIES HOUSE

14/04/05

The assistance is to be given to: (note 2) _____

SEE ATTACHMENT 3

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:

SEE ATTACHMENT 4

The person who [has acquired] [~~will acquire~~] the shares is:

† delete as appropriate

SOUTHERN CROSS BIDCO LIMITED

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

SEE ATTACHMENT 5

The amount of cash to be transferred to the person assisted is £ SEE ATTACHMENT 6

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 TODAY'S DATE

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(a) **X**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)

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

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and 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)

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.

BRITISH CONSULATE

Declared at **Calvo Sotelo, 1-2 Apartado 584 ALICANTE**

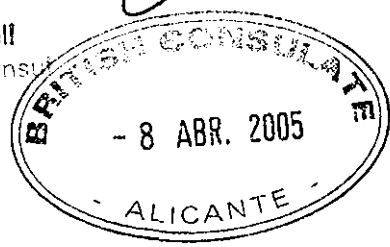
Declarants to sign below

on

Day	Month	Year
018	014	2005

Elizabeth Bell
British Vice-Consul

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

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EH1 2EB

HIGHFIELD HOME PROPERTIES LIMITED (the "Company")

COMPANY NUMBER: 03679340

Attachments to Form 155(6)(a)

ATTACHMENT 1

John Murphy
21 Montgreenan View
Kilwinning
Ayrshire
KA13 7NL

Christopher Rutter
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Philip Henry Scott
The Old Vicarage
Newgate
Barnard Castle
County Durham
DL12 8NW

Graham Kevin Sizer
Old Salutation Barn
Low Street
Little Fencote
Northallerton
DL7 9LR

ATTACHMENT 2

10,000 ordinary shares of 1 pence each
9,600 A ordinary shares of 1 pence each
1,000,000 preference shares of £1 each
1,000,000 B preference shares of £1 each
2,500,000 A preference shares of £1 each

ATTACHMENT 3

Southern Cross Bidco Limited (registered number 05221235)

Registered office:

UNIT 2G FIRST FLOOR
ENTERPRISE HOUSE
VALLEY STREET NORTH DARLINGTON
COUNTY DURHAM DL1 1GY

ATTACHMENT 4

In respect of the acquisition of shares in the Company's holding company, Highfield Homes Limited, by Southern Cross Bidco Limited (the "**Acquisition**") the assistance will take the form of:

1. Facilities Agreement

By executing the Facilities Agreement (as defined below) the Company will grant guarantees and indemnities to the persons (the "**Financiers**") providing Southern Cross Bidco Limited and others with:

- 121,054,000
- (a) loan facilities of initially up to about ~~£139,000,000~~ pursuant to a senior facilities agreement to be dated on or about 11 April 2005 (the "**Facilities Agreement**"); and entered into amongst others, between Southern Cross Bidco Limited as parent, the companies identified therein as original borrowers, the companies identified therein as original guarantors, Barclays Capital as arranger and bookrunner, the financial institutions identified therein as original lenders and Barclays Bank Plc as agent, security agent and in various other capacities.
 - (b) interest rate hedging contracts and instruments (the "**Hedging Contracts**").

By entering into the Facilities Agreement the Company will also give certain representations and warranties, covenants and indemnities to the Financiers to enable the Financiers to make the facilities under the Facilities Agreement available.

2. Priority

Priority and subordination arrangements entered into by the Company with (among others) the Financiers pursuant to an intercreditor deed to be dated on or about 11 April 2005 (the "**Intercreditor Document**") entered into between, amongst others, Barclays Bank Plc as security agent and senior agent, the financial institutions listed therein as senior creditors, the hedge counterparties, TBG Opco 3 Limited as parent holdco, Southern Cross Bidco Limited as parent and the companies listed therein as obligors, intercompany debtors and the intercompany creditors.

3. Upstream Loan Facility

An intra-group loan facility granted by the Company along with other members of the group of companies of which it is a member in favour of Southern Cross Bidco Limited pursuant to a facility letter dated on or about the date of this declaration.

ATTACHMENT 5

In respect of the Acquisition, the principal terms on which the assistance will be given are:

1. Facilities Agreement

1.1 The guarantees and indemnities referred to in paragraph 1 of attachment 4 are recorded in clause 22 of the Facilities Agreement and pursuant to which the Company irrevocably and unconditionally jointly and severally with other Guarantors:

- (a) guarantees to each Financier punctual performance by each other group company party to the Finance Documents (an "**Obligor**") of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Financier that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it will immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnifies each Financier immediately on demand against any cost, loss or liability suffered by that Financier for any reason if any obligation guaranteed by it

13:54\7 April 2005\LONDON\CXL\3678548.02

The assistance will take the form of a declaration of trust by the Company over the entire issued share capital of Highfield Home Properties (Perth) Limited, Abbeycourt

Care Limited, Dunlary Home Limited, Nightingale Private Nursing Home Limited and Lenahill Care Limited in favour of Southern Cross (Highfield Holdco) Limited

is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality). The amount of that cost, loss or liability shall be equal to the amount which the Financier would otherwise have been entitled to recover.

1.2 The executing the Facilities Agreement the Company will give various representations and warranties, undertakings, covenants and indemnities and agree to pay certain costs, fees and expenses to the Financiers.

2. Priority

By becoming a party to the Intercreditor Document, the Company (amongst other things) will:

2.1 covenant to pay the amounts owing under the Finance Documents;

2.2 agree that any sums owed to it by way of intra-group loan by other members of its group will be subordinated to sums owed by such members of the group to the Financiers; and

2.3 give various representations and warranties, covenants, undertakings and indemnities, and agree to pay certain costs, fees and expenses to the Financiers.

3. Upstream Loan

By executing the facility letter referred to in paragraph 3 of attachment 4, the Company, together with other members of its group, will make available to Southern Cross Bidco Limited a revolving loan facility of such amounts as are required from time to time by Southern Cross Bidco Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

4. Amendments

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

ATTACHMENT 6

In respect of the Acquisition of the amount of cash to be transferred to the person assisted at the time of the giving of the financial assistance is nil. However, cash may become payable under the Upstream Loan Facility and/or under the other documents mentioned in attachment 4.

The principal terms on which the assistance will be given are:
The consideration being satisfied by the assumption of an intercompany liability that will be subject to the Intercreditor Document.



The Directors
Highfield Home Properties Limited
Block A
Upper Ground Floor
Dukes Court
Dukes Street
Woking
GU21 5BH

8th April 2005

Dear Sirs

Auditors' report to the directors of Highfield Home Properties Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Highfield Home Properties Limited (the "Company"), a subsidiary of Highfield Holdings Limited, dated 8th April 2005 in connection with the proposal that the Company should give financial assistance for the purposes set out in the attached statutory declaration. This report including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors

LVN
COMPANIES HOUSE

14/04/05