

The assistance is to be given to: (note 2) TBG CareCo Limited whose registered office is
40 Berkeley Square, London W1J 5AL

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 Schedule 2

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

† delete as
appropriate

TBG CareCo Limited, whose registered office is 40 Berkeley Square, London
W1J 5AL

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

See Schedule 3

The amount of cash to be transferred to the person assisted is £ See Schedule 4

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 date hereof

Please do not
write in this
margin

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

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

~~X~~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)

(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)

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

Day Month Year
on

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

before me Claire J Berwick
CLAIRE JOSEPHINE BERWICK
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.

Christopher Rutter
CHRISTOPHER RUTTER.

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

Schedule 1 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

John Murphy of 21 Montgreenan View, Kilwinning, Ayrshire KA13 7NL, Graham Kevin Sizer of Old Salutation Barn, Low Street, Little Fencote, Northalerton DL7 9LR, Christopher Rutter of 15 The Dell, Bishop Auckland, Durham DL14 7HJ and Philip Scott of The Old Vicarage, Newgate, Barnard Castle, Durham DL12 8NW

Schedule 2 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. The execution, delivery and performance by the Company of its obligations under a facility agreement dated 29 November 2004 between, *inter alia*, TBG CareCo Limited as original borrower (the "**Original Borrower**") and the financial institutions listed therein as lenders (the "**Original Lenders**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Facility Agreement**"), to which the Company will become a party as a guarantor (the "**Guarantor**") by way of an amendment and restatement deed (the "**Amendment and Restatement Deed**"), to be dated on or about the date hereof (or, as the case may be, by way of a subsequent accession agreement relating to the Facility Agreement), and pursuant to which the Company will (*inter alia*) guarantee the obligations of the obligors, which include the Original Borrower.
2. The execution, delivery and performance by the Company of its obligations under an intercreditor deed dated 29 November 2004 between, *inter alia*, the Original Borrower and Barclays Bank PLC as agent (the "**Agent**") and security agent (the "**Security Agent**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Intercreditor Deed**"), to which the Company will become party as an obligor, an intercompany lender and an intercompany borrower by way of the Amendment and Restatement Deed (or, as the case may be, by way of a subsequent accession deed relating to the Intercreditor Deed), and pursuant to which the Company (*inter alia*) agrees to make loans to the other obligors, which include the Original Borrower, and to subordinate its right to repayment of such loans.
3. The execution, delivery and performance by the Company of its obligations under an intercompany funding agreement, to be dated on or about the date hereof (the "**Intercompany Funding Agreement**") between, *inter alia*, the Company and the Original Borrower (or, as the case may be, a subsequent accession agreement relating to the Intercompany Funding Agreement), pursuant to which the Company will (*inter alia*) agree to make loans to the other obligors, which include the Original Borrower.
4. The execution, delivery and performance by the Company of its obligations under a debenture (the "**Debenture**") between, *inter alia*, the Company and the Security Agent, pursuant to which the Company will grant security in favour of the Security Agent to secure its obligations as a Guarantor under the Facility Agreement.
5. The sale by the Company to TBG CareCo Holdings Limited of the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited, the consideration for such sale to be left outstanding on intercompany account.
6. The consent by the Company to the assumption, by TBG OpCo 1 Limited, of the debt owed to it by TBG CareCo Holdings Limited.

7. The consent by the Company to the assumption, by Southern Cross Bidco Limited, of the debt owed to it by TBG OpCo 1 Limited.
8. The consent by the Company to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
9. The consent by the Company to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
10. The loan by the Company to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the outstandings under the Facility Agreement.
11. The transfer by the Company to NHP PropCo Limited of the shares in NHP Securities No. 14 Limited, the consideration for such transfer to be left outstanding on intercompany account.

Schedule 3 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. By becoming a party to the Facility Agreement, the Company:
- (a) irrevocably and unconditionally:
 - (i) guarantees to each Finance Party and Hedging Bank punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (ii) undertakes with each Finance Party and Hedging Bank that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
 - (iii) indemnifies each Finance Party and Hedging Bank immediately on demand against any cost, loss or liability suffered by that Finance Party or Hedging Bank if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - (b) makes certain representations to the Finance Parties; and
 - (c) undertakes to comply with certain general undertakings including, without limitation, an undertaking not to create or permit to subsist any security or quasi security over any of its assets and not to dispose of its assets (in each case, subject to certain exceptions),

(where "**Finance Party**", "**Hedging Bank**", "**Obligor**" and "**Finance Document**" have the meaning given to them in the Facility Agreement).

2. By becoming a party to the Intercreditor Deed, the Company:
- (a) subordinates its right to repayment of monies due to it in respect of the Intercompany Debt;
 - (b) agrees to make loans to the other Intercompany Borrowers, which include the Original Borrower, under an Intercompany Funding Agreement;
 - (c) agrees to the ranking in right and priority of payments set out in the Intercreditor Deed;
 - (d) undertakes to comply with the undertakings contained in the Intercreditor Deed, including, without limitation:
 - (i) agreeing not to demand or receive payment of, or any distribution in respect of, or on account of any Intercompany Debt in cash or in kind or apply any money or property in or towards discharge of any Intercompany Debt;

- (ii) agreeing not to discharge any of the Intercompany Debt by set-off, any right of combination of accounts or otherwise;
 - (iii) agreeing to hold certain amounts it receives in respect of the Intercompany Debt on trust for the Security Agent and to pay such amounts to the Security Agent;
 - (iv) agreeing to the restrictions on enforcement and the application of proceeds of any enforcement as set out in the Intercreditor Deed;
- (e) provides the representations and warranties to the extent applicable under the terms of the Intercreditor Deed;
- (f) agrees to indemnify on demand each of the Senior Finance Parties and the Hedging Banks in full for, and pay to the Agent (for the account of the Senior Finance Parties and the Hedging Banks) an amount equal to certain costs and expenses; and
- (g) irrevocably and unconditionally guarantees to each Hedging Bank, and indemnifies each Hedging Bank in respect of, payment in full of the Hedging Debt owed to it by any other Obligor on the same terms as are set out in Clause 21 (*Guarantee and indemnity*) of the Facility Agreement,

(where "Agent", "Hedging Bank", "Hedging Debt", "Intercompany Debt", "Intercompany Borrowers", "Intercompany Funding Agreement", "Original Borrower", "Obligor", "Security Agent" and "Senior Finance Parties" have the meaning given to them in the Intercreditor Deed).

3. By executing the Intercompany Funding Agreement (or, as the case may be, a subsequent accession agreement to the Intercompany Funding Agreement), the Company agrees to make loans to the Intercompany Borrowers, which include the Original Borrower,

(where "Intercompany Borrowers" has the meaning given to it in the Intercompany Funding Agreement).

4. By executing the Debenture, the Company:
- (a) covenants with the Security Agent that it will pay or discharge the Liabilities at the times and in the manner provided in the relevant Finance Documents;
 - (b) with full title guarantee, as security for the payment or discharge or all Liabilities, assigns to the Security Agent (as trustee for the Secured Parties):
 - (i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (subject to the prior claims, if any, of any third parties in respect of those Insurance Policies);

- (ii) all of its rights, title and interest from time to time in respect of the Hedging Documents; and
 - (iii) all of its rights, title and interest from time to time in respect of the Accounts;
- (c) with full title guarantee, as security for the payment or discharge or all Liabilities, charges to the Security Agent:
- (i) by way of legal mortgage, all Land (excluding Excluded Land) in England or Wales then or in the future vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture or a Deed of Accession and Charge;
 - (ii) by way of fixed charge:
 - (1) all other Land (other than Excluded Land) which in the future becomes its property;
 - (2) all interests and rights in or relating to Land (excluding Excluded Land) or the proceeds of sale of Land (excluding Excluded Land) then or in the future belonging to it;
 - (3) all plant and machinery then or in the future attached to any Land (other than Excluded Land) which, or an interest in which, is charged by it under the provisions of the Debenture;
 - (4) all rental and other income and all debts and claims then or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (excluding Excluded Land);
 - (5) all Specified Investments which are then, or in the future become, its property;
 - (6) all Derivative Rights then or in the future accruing in respect of its Specified Investments;
 - (7) to the extent not assigned pursuant to the other provisions of the Debenture, all insurance or assurance contracts or policies then or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are then or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the relevant Obligor) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
 - (8) all its goodwill and uncalled capital for the time being;

- (9) all Intellectual Property then or in the future belonging to it legally or beneficially, including, subject to any necessary consent from a co-proprietor being given, any Intellectual Property which it owns, or (to the extent of its interest) in which it then or in the future has an interest, together with others;
 - (10) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraph (9) above;
 - (11) all Receivables then or in the future owing to it;
 - (12) all Intercompany Debt then or in the future owing to it;
 - (13) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned in the Debenture;
 - (14) all rights, money or property accruing or payable to it then or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge in the Debenture;
 - (15) to the extent not assigned in the Debenture, each Account and all moneys at any time standing to the credit of any Account; and
 - (16) other than in relation to its Intellectual Property, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them;
- (d) with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Liabilities, by way of floating charge:
- (i) all its Assets (other than Excluded Land and Excluded Assets), except to the extent that such Assets are for the time being effectively assigned by way of security or charged by any fixed charge in the Debenture; and
 - (ii) all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law;
- (e) covenants with the Security Agent that it will (and will procure each Obligor to) promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) and consistent with the terms of the Debenture in order to:
- (i) comply with the Perfection Requirements;

- (ii) protect (or following an Enforcement Event, perfect) the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (iii) following an Enforcement Event to facilitate the realisation of the Assets which are, or are intended to be, the subject of the Debenture;
- (f) covenants with the Security Agent to (and to procure that each Obligor will) at the request of the Security Agent at any time after an Enforcement Event take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection (after an Enforcement Event), protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Debenture and to promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed Security created by the Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require; and
- (g) undertakes not to, amongst other things:
- (i) do anything prohibited by the negative pledge set out in Clause 22.18 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause; or
 - (ii) do anything prohibited by the prohibition on disposals set out in Clause 22.19 (*Disposals*) of the Facility Agreement, except as permitted by that clause,

(where "Liabilities", "Finance Documents", "Secured Parties", "Insurance Policies", "Hedging Documents", "Accounts", "Land", "Excluded Land", "Deed of Accession and Charge", "Specified Investments", "Derivative Rights", "Fixed Security Assets", "Obligor", "Intellectual Property", "Receivables", "Intercompany Debt", "Assets", "Excluded Assets", "Perfection Requirements", "Finance Parties", "Security Agent", "Enforcement Event" and "Security" have the meaning given to them in the Debenture).

5. By selling the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited to TBG CareCo Holdings Limited, with the consideration for such sale being left outstanding on intercompany account, the Company replaces its assets represented by such shareholdings with a receivable from one of its indirect holding companies.

6. By consenting to the assumption, by TBG OpCo 1 Limited, of the debt owed to the Company by TBG CareCo Holdings Limited, the Company replaces its receivable from its indirect holding company with a receivable from an affiliate company which is itself a holding company.
7. By consenting to the assumption, by Southern Cross Bidco Limited, of the debt owed to the Company by TBG OpCo 1 Limited, the Company replaces its receivable from an affiliate company with a receivable from a different affiliate company.
8. By consenting to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of its indirect holding companies.
9. By consenting to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of the Company's subsidiaries.
10. By making a loan to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the Facility Agreement, the Company makes funds available to its direct holding company in order to facilitate the repayment by such holding company of part of the debt incurred by such holding company to buy the shares in the Company.
11. By transferring the shares in NHP Securities No. 14 Limited to NHP PropCo Limited, the consideration for such transfer to be left outstanding on intercompany account, the Company replaces its assets represented by such shareholding with a receivable from an affiliate company.

Schedule 4 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

Up to 150 per cent. of the Total Commitments under the Facility Agreement (being £555,000,000),

(where "**Total Commitments**" has the meaning given to it in the Facility Agreement).

COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares**

155(6)a

CHFP025

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

[] [] [] []

02798607

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

Name of company

* NHP Limited (the "Company")

* insert full name
of company

☒ We ☐ See Schedule 1

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

† delete as
appropriate

~~XXXXXXXXXX~~ [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 institution, within the meaning of the Banking Act 1979,~~

~~(b) that of 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 aboves

§ delete whichever
is inappropriate

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

[company] ~~XXXXXXXXXX~~

~~XXXXXX~~

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: _____

216,614,127 ordinary shares of one pence each

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
DX: 149120 Canary Wharf 3
Ref: SCD/B2487/01059/GK

For official Use
General Section

Post room

The assistance is to be given to: (note 2) TBG CareCo Limited whose registered office is
40 Berkeley Square, London W1J 5AL

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

The assistance will take the form of:

See Schedule 2

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

† delete as
appropriate

TBG CareCo Limited, whose registered office is 40 Berkeley Square, London
W1J 5AL

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

See Schedule 3

The amount of cash to be transferred to the person assisted is £ See Schedule 4

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

Please do not write in this margin

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

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

~~X~~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)

(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)

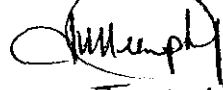
(b) ~~[It is intended to commence the winding up of the company within 12 months of that date, and the company has formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

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

on Day Month Year

0	8	0	8	2	0	0	5
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before me EMMA A REES 

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:-

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Crown Way
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or, for companies registered in Scotland:-

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Edinburgh
EH1 2EB

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dated 8 April 2005

John Murphy of 21 Montgreenan View, Kilwinning, Ayrshire KA13 7NL, Graham Kevin Sizer of Old Salutation Barn, Low Street, Little Fencote, Northalerton DL7 9LR, Christopher Rutter of 15 The Dell, Bishop Auckland, Durham DL14 7HJ and Philip Scott of The Old Vicarage, Newgate, Barnard Castle, Durham DL12 8NW

Schedule 2 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. The execution, delivery and performance by the Company of its obligations under a facility agreement dated 29 November 2004 between, *inter alia*, TBG CareCo Limited as original borrower (the "**Original Borrower**") and the financial institutions listed therein as lenders (the "**Original Lenders**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Facility Agreement**"), to which the Company will become a party as a guarantor (the "**Guarantor**") by way of an amendment and restatement deed (the "**Amendment and Restatement Deed**"), to be dated on or about the date hereof (or, as the case may be, by way of a subsequent accession agreement relating to the Facility Agreement), and pursuant to which the Company will (*inter alia*) guarantee the obligations of the obligors, which include the Original Borrower.
2. The execution, delivery and performance by the Company of its obligations under an intercreditor deed dated 29 November 2004 between, *inter alia*, the Original Borrower and Barclays Bank PLC as agent (the "**Agent**") and security agent (the "**Security Agent**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Intercreditor Deed**"), to which the Company will become party as an obligor, an intercompany lender and an intercompany borrower by way of the Amendment and Restatement Deed (or, as the case may be, by way of a subsequent accession deed relating to the Intercreditor Deed), and pursuant to which the Company (*inter alia*) agrees to make loans to the other obligors, which include the Original Borrower, and to subordinate its right to repayment of such loans.
3. The execution, delivery and performance by the Company of its obligations under an intercompany funding agreement, to be dated on or about the date hereof (the "**Intercompany Funding Agreement**") between, *inter alia*, the Company and the Original Borrower (or, as the case may be, a subsequent accession agreement relating to the Intercompany Funding Agreement), pursuant to which the Company will (*inter alia*) agree to make loans to the other obligors, which include the Original Borrower.
4. The execution, delivery and performance by the Company of its obligations under a debenture (the "**Debenture**") between, *inter alia*, the Company and the Security Agent, pursuant to which the Company will grant security in favour of the Security Agent to secure its obligations as a Guarantor under the Facility Agreement.
5. The sale by the Company to TBG CareCo Holdings Limited of the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited, the consideration for such sale to be left outstanding on intercompany account.
6. The consent by the Company to the assumption, by TBG OpCo 1 Limited, of the debt owed to it by TBG CareCo Holdings Limited.

7. The consent by the Company to the assumption, by Southern Cross Bidco Limited, of the debt owed to it by TBG OpCo 1 Limited.
8. The consent by the Company to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
9. The consent by the Company to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
10. The loan by the Company to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the outstandings under the Facility Agreement.
11. The transfer by the Company to NHP PropCo Limited of the shares in NHP Securities No. 14 Limited, the consideration for such transfer to be left outstanding on intercompany account.

Schedule 3 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. By becoming a party to the Facility Agreement, the Company:

(a) irrevocably and unconditionally:

- (i) guarantees to each Finance Party and Hedging Bank punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (ii) undertakes with each Finance Party and Hedging Bank that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- (iii) indemnifies each Finance Party and Hedging Bank immediately on demand against any cost, loss or liability suffered by that Finance Party or Hedging Bank if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;

(b) makes certain representations to the Finance Parties; and

(c) undertakes to comply with certain general undertakings including, without limitation, an undertaking not to create or permit to subsist any security or quasi security over any of its assets and not to dispose of its assets (in each case, subject to certain exceptions),

(where "Finance Party", "Hedging Bank", "Obligor" and "Finance Document" have the meaning given to them in the Facility Agreement).

2. By becoming a party to the Intercreditor Deed, the Company:

- (a) subordinates its right to repayment of monies due to it in respect of the Intercompany Debt;
- (b) agrees to make loans to the other Intercompany Borrowers, which include the Original Borrower, under an Intercompany Funding Agreement;
- (c) agrees to the ranking in right and priority of payments set out in the Intercreditor Deed;
- (d) undertakes to comply with the undertakings contained in the Intercreditor Deed, including, without limitation:
 - (i) agreeing not to demand or receive payment of, or any distribution in respect of, or on account of any Intercompany Debt in cash or in kind or apply any money or property in or towards discharge of any Intercompany Debt;

- (ii) agreeing not to discharge any of the Intercompany Debt by set-off, any right of combination of accounts or otherwise;
- (iii) agreeing to hold certain amounts it receives in respect of the Intercompany Debt on trust for the Security Agent and to pay such amounts to the Security Agent;
- (iv) agreeing to the restrictions on enforcement and the application of proceeds of any enforcement as set out in the Intercreditor Deed;
- (e) provides the representations and warranties to the extent applicable under the terms of the Intercreditor Deed;
- (f) agrees to indemnify on demand each of the Senior Finance Parties and the Hedging Banks in full for, and pay to the Agent (for the account of the Senior Finance Parties and the Hedging Banks) an amount equal to certain costs and expenses; and
- (g) irrevocably and unconditionally guarantees to each Hedging Bank, and indemnifies each Hedging Bank in respect of, payment in full of the Hedging Debt owed to it by any other Obligor on the same terms as are set out in Clause 21 (*Guarantee and indemnity*) of the Facility Agreement,

(where "Agent", "Hedging Bank", "Hedging Debt", "Intercompany Debt", "Intercompany Borrowers", "Intercompany Funding Agreement", "Original Borrower", "Obligor", "Security Agent" and "Senior Finance Parties" have the meaning given to them in the Intercreditor Deed).

3. By executing the Intercompany Funding Agreement (or, as the case may be, a subsequent accession agreement to the Intercompany Funding Agreement), the Company agrees to make loans to the Intercompany Borrowers, which include the Original Borrower,

(where "Intercompany Borrowers" has the meaning given to it in the Intercompany Funding Agreement).

4. By executing the Debenture, the Company:
 - (a) covenants with the Security Agent that it will pay or discharge the Liabilities at the times and in the manner provided in the relevant Finance Documents;
 - (b) with full title guarantee, as security for the payment or discharge or all Liabilities, assigns to the Security Agent (as trustee for the Secured Parties):
 - (i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (subject to the prior claims, if any, of any third parties in respect of those Insurance Policies);

- (ii) all of its rights, title and interest from time to time in respect of the Hedging Documents; and
 - (iii) all of its rights, title and interest from time to time in respect of the Accounts;
- (c) with full title guarantee, as security for the payment or discharge or all Liabilities, charges to the Security Agent:
- (i) by way of legal mortgage, all Land (excluding Excluded Land) in England or Wales then or in the future vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture or a Deed of Accession and Charge;
 - (ii) by way of fixed charge:
 - (1) all other Land (other than Excluded Land) which in the future becomes its property;
 - (2) all interests and rights in or relating to Land (excluding Excluded Land) or the proceeds of sale of Land (excluding Excluded Land) then or in the future belonging to it;
 - (3) all plant and machinery then or in the future attached to any Land (other than Excluded Land) which, or an interest in which, is charged by it under the provisions of the Debenture;
 - (4) all rental and other income and all debts and claims then or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (excluding Excluded Land);
 - (5) all Specified Investments which are then, or in the future become, its property;
 - (6) all Derivative Rights then or in the future accruing in respect of its Specified Investments;
 - (7) to the extent not assigned pursuant to the other provisions of the Debenture, all insurance or assurance contracts or policies then or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are then or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the relevant Obligor) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
 - (8) all its goodwill and uncalled capital for the time being;

- (9) all Intellectual Property then or in the future belonging to it legally or beneficially, including, subject to any necessary consent from a co-proprietor being given, any Intellectual Property which it owns, or (to the extent of its interest) in which it then or in the future has an interest, together with others;
 - (10) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraph (9) above;
 - (11) all Receivables then or in the future owing to it;
 - (12) all Intercompany Debt then or in the future owing to it;
 - (13) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned in the Debenture;
 - (14) all rights, money or property accruing or payable to it then or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge in the Debenture;
 - (15) to the extent not assigned in the Debenture, each Account and all moneys at any time standing to the credit of any Account; and
 - (16) other than in relation to its Intellectual Property, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them;
- (d) with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Liabilities, by way of floating charge:
- (i) all its Assets (other than Excluded Land and Excluded Assets), except to the extent that such Assets are for the time being effectively assigned by way of security or charged by any fixed charge in the Debenture; and
 - (ii) all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law;
- (e) covenants with the Security Agent that it will (and will procure each Obligor to) promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) and consistent with the terms of the Debenture in order to:
- (i) comply with the Perfection Requirements;

- (ii) protect (or following an Enforcement Event, perfect) the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
- (iii) following an Enforcement Event to facilitate the realisation of the Assets which are, or are intended to be, the subject of the Debenture;
- (f) covenants with the Security Agent to (and to procure that each Obligor will) at the request of the Security Agent at any time after an Enforcement Event take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection (after an Enforcement Event), protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Debenture and to promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed Security created by the Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require; and
- (g) undertakes not to, amongst other things:
 - (i) do anything prohibited by the negative pledge set out in Clause 22.18 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause; or
 - (ii) do anything prohibited by the prohibition on disposals set out in Clause 22.19 (*Disposals*) of the Facility Agreement, except as permitted by that clause,

(where "Liabilities", "Finance Documents", "Secured Parties", "Insurance Policies", "Hedging Documents", "Accounts", "Land", "Excluded Land", "Deed of Accession and Charge", "Specified Investments", "Derivative Rights", "Fixed Security Assets", "Obligor", "Intellectual Property", "Receivables", "Intercompany Debt", "Assets", "Excluded Assets", "Perfection Requirements", "Finance Parties", "Security Agent", "Enforcement Event" and "Security" have the meaning given to them in the Debenture).

5. By selling the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited to TBG CareCo Holdings Limited, with the consideration for such sale being left outstanding on intercompany account, the Company replaces its assets represented by such shareholdings with a receivable from one of its indirect holding companies.

6. By consenting to the assumption, by TBG OpCo 1 Limited, of the debt owed to the Company by TBG CareCo Holdings Limited, the Company replaces its receivable from its indirect holding company with a receivable from an affiliate company which is itself a holding company.
7. By consenting to the assumption, by Southern Cross Bidco Limited, of the debt owed to the Company by TBG OpCo 1 Limited, the Company replaces its receivable from an affiliate company with a receivable from a different affiliate company.
8. By consenting to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of its indirect holding companies.
9. By consenting to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of the Company's subsidiaries.
10. By making a loan to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the Facility Agreement, the Company makes funds available to its direct holding company in order to facilitate the repayment by such holding company of part of the debt incurred by such holding company to buy the shares in the Company.
11. By transferring the shares in NHP Securities No. 14 Limited to NHP PropCo Limited, the consideration for such transfer to be left outstanding on intercompany account, the Company replaces its assets represented by such shareholding with a receivable from an affiliate company.

Schedule 4 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

Up to 150 per cent. of the Total Commitments under the Facility Agreement (being £555,000,000),

(where "**Total Commitments**" has the meaning given to it in the Facility Agreement).



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

155(6)a

CHFP025

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

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

02798607

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

Name of company

* NHP Limited (the "Company")

* insert full name
of company

☒ We ☐ See Schedule 1

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

† delete as
appropriate

~~XXXXXXXXXXXX~~ [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 1979~~
~~(b) that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~
~~insured business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] ~~XXXXXXXXXXXX~~ ~~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: _____

216,614,127 ordinary shares of one pence each

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
DX: 149120 Canary Wharf 3
Ref: SCD/B2487/01059/GK

For official Use
General Section

Post room

The assistance is to be given to: (note 2) TBG CareCo Limited whose registered office is
40 Berkeley Square, London W1J 5AL

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 Schedule 2

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

† delete as
appropriate

TBG CareCo Limited, whose registered office is 40 Berkeley Square, London
W1J 5AL

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

See Schedule 3

The amount of cash to be transferred to the person assisted is £ See Schedule 4

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 date hereof

Please do not
write in this
margin

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

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

☒ 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)

(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)

(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 ☒ 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

Alicante Spain

Declarants to sign below

[Signature]

Day Month Year
on 03 01 2007

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

- 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

Schedule 1 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

John Murphy of 21 Montgreenan View, Kilwinning, Ayrshire KA13 7NL, Graham Kevin Sizer of Old Salutation Barn, Low Street, Little Fencote, Northalerton DL7 9LR, Christopher Rutter of 15 The Dell, Bishop Auckland, Durham DL14 7HJ and Philip Scott of The Old Vicarage, Newgate, Barnard Castle, Durham DL12 8NW

Schedule 2 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. The execution, delivery and performance by the Company of its obligations under a facility agreement dated 29 November 2004 between, *inter alia*, TBG CareCo Limited as original borrower (the "**Original Borrower**") and the financial institutions listed therein as lenders (the "**Original Lenders**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Facility Agreement**"), to which the Company will become a party as a guarantor (the "**Guarantor**") by way of an amendment and restatement deed (the "**Amendment and Restatement Deed**"), to be dated on or about the date hereof (or, as the case may be, by way of a subsequent accession agreement relating to the Facility Agreement), and pursuant to which the Company will (*inter alia*) guarantee the obligations of the obligors, which include the Original Borrower.
2. The execution, delivery and performance by the Company of its obligations under an intercreditor deed dated 29 November 2004 between, *inter alia*, the Original Borrower and Barclays Bank PLC as agent (the "**Agent**") and security agent (the "**Security Agent**"), (as amended, varied, supplemented, novated or restated from time to time, the "**Intercreditor Deed**"), to which the Company will become party as an obligor, an intercompany lender and an intercompany borrower by way of the Amendment and Restatement Deed (or, as the case may be, by way of a subsequent accession deed relating to the Intercreditor Deed), and pursuant to which the Company (*inter alia*) agrees to make loans to the other obligors, which include the Original Borrower, and to subordinate its right to repayment of such loans.
3. The execution, delivery and performance by the Company of its obligations under an intercompany funding agreement, to be dated on or about the date hereof (the "**Intercompany Funding Agreement**") between, *inter alia*, the Company and the Original Borrower (or, as the case may be, a subsequent accession agreement relating to the Intercompany Funding Agreement), pursuant to which the Company will (*inter alia*) agree to make loans to the other obligors, which include the Original Borrower.
4. The execution, delivery and performance by the Company of its obligations under a debenture (the "**Debenture**") between, *inter alia*, the Company and the Security Agent, pursuant to which the Company will grant security in favour of the Security Agent to secure its obligations as a Guarantor under the Facility Agreement.
5. The sale by the Company to TBG CareCo Holdings Limited of the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited, the consideration for such sale to be left outstanding on intercompany account.
6. The consent by the Company to the assumption, by TBG OpCo 1 Limited, of the debt owed to it by TBG CareCo Holdings Limited.

7. The consent by the Company to the assumption, by Southern Cross Bidco Limited, of the debt owed to it by TBG OpCo 1 Limited.
8. The consent by the Company to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
9. The consent by the Company to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to it by Southern Cross Bidco Limited.
10. The loan by the Company to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the outstandings under the Facility Agreement.
11. The transfer by the Company to NHP PropCo Limited of the shares in NHP Securities No. 14 Limited, the consideration for such transfer to be left outstanding on intercompany account.

Schedule 3 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

1. By becoming a party to the Facility Agreement, the Company:
- (a) irrevocably and unconditionally:
 - (i) guarantees to each Finance Party and Hedging Bank punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
 - (ii) undertakes with each Finance Party and Hedging Bank that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
 - (iii) indemnifies each Finance Party and Hedging Bank immediately on demand against any cost, loss or liability suffered by that Finance Party or Hedging Bank if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - (b) makes certain representations to the Finance Parties; and
 - (c) undertakes to comply with certain general undertakings including, without limitation, an undertaking not to create or permit to subsist any security or quasi security over any of its assets and not to dispose of its assets (in each case, subject to certain exceptions),

(where "**Finance Party**", "**Hedging Bank**", "**Obligor**" and "**Finance Document**" have the meaning given to them in the Facility Agreement).

2. By becoming a party to the Intercreditor Deed, the Company:
- (a) subordinates its right to repayment of monies due to it in respect of the Intercompany Debt;
 - (b) agrees to make loans to the other Intercompany Borrowers, which include the Original Borrower, under an Intercompany Funding Agreement;
 - (c) agrees to the ranking in right and priority of payments set out in the Intercreditor Deed;
 - (d) undertakes to comply with the undertakings contained in the Intercreditor Deed, including, without limitation:
 - (i) agreeing not to demand or receive payment of, or any distribution in respect of, or on account of any Intercompany Debt in cash or in kind or apply any money or property in or towards discharge of any Intercompany Debt;

- (ii) agreeing not to discharge any of the Intercompany Debt by set-off, any right of combination of accounts or otherwise;
- (iii) agreeing to hold certain amounts it receives in respect of the Intercompany Debt on trust for the Security Agent and to pay such amounts to the Security Agent;
- (iv) agreeing to the restrictions on enforcement and the application of proceeds of any enforcement as set out in the Intercreditor Deed;
- (e) provides the representations and warranties to the extent applicable under the terms of the Intercreditor Deed;
- (f) agrees to indemnify on demand each of the Senior Finance Parties and the Hedging Banks in full for, and pay to the Agent (for the account of the Senior Finance Parties and the Hedging Banks) an amount equal to certain costs and expenses; and
- (g) irrevocably and unconditionally guarantees to each Hedging Bank, and indemnifies each Hedging Bank in respect of, payment in full of the Hedging Debt owed to it by any other Obligor on the same terms as are set out in Clause 21 (*Guarantee and indemnity*) of the Facility Agreement,

(where "Agent", "Hedging Bank", "Hedging Debt", "Intercompany Debt", "Intercompany Borrowers", "Intercompany Funding Agreement", "Original Borrower", "Obligor", "Security Agent" and "Senior Finance Parties" have the meaning given to them in the Intercreditor Deed).

3. By executing the Intercompany Funding Agreement (or, as the case may be, a subsequent accession agreement to the Intercompany Funding Agreement), the Company agrees to make loans to the Intercompany Borrowers, which include the Original Borrower,

(where "Intercompany Borrowers" has the meaning given to it in the Intercompany Funding Agreement).

4. By executing the Debenture, the Company:
 - (a) covenants with the Security Agent that it will pay or discharge the Liabilities at the times and in the manner provided in the relevant Finance Documents;
 - (b) with full title guarantee, as security for the payment or discharge or all Liabilities, assigns to the Security Agent (as trustee for the Secured Parties):
 - (i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (subject to the prior claims, if any, of any third parties in respect of those Insurance Policies);

- (ii) all of its rights, title and interest from time to time in respect of the Hedging Documents; and
 - (iii) all of its rights, title and interest from time to time in respect of the Accounts;
- (c) with full title guarantee, as security for the payment or discharge or all Liabilities, charges to the Security Agent:
- (i) by way of legal mortgage, all Land (excluding Excluded Land) in England or Wales then or in the future vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture or a Deed of Accession and Charge;
 - (ii) by way of fixed charge:
 - (1) all other Land (other than Excluded Land) which in the future becomes its property;
 - (2) all interests and rights in or relating to Land (excluding Excluded Land) or the proceeds of sale of Land (excluding Excluded Land) then or in the future belonging to it;
 - (3) all plant and machinery then or in the future attached to any Land (other than Excluded Land) which, or an interest in which, is charged by it under the provisions of the Debenture;
 - (4) all rental and other income and all debts and claims then or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (excluding Excluded Land);
 - (5) all Specified Investments which are then, or in the future become, its property;
 - (6) all Derivative Rights then or in the future accruing in respect of its Specified Investments;
 - (7) to the extent not assigned pursuant to the other provisions of the Debenture, all insurance or assurance contracts or policies then or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are then or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the relevant Obligor) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
 - (8) all its goodwill and uncalled capital for the time being;

- (9) all Intellectual Property then or in the future belonging to it legally or beneficially, including, subject to any necessary consent from a co-proprietor being given, any Intellectual Property which it owns, or (to the extent of its interest) in which it then or in the future has an interest, together with others;
 - (10) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraph (9) above;
 - (11) all Receivables then or in the future owing to it;
 - (12) all Intercompany Debt then or in the future owing to it;
 - (13) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned in the Debenture;
 - (14) all rights, money or property accruing or payable to it then or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge in the Debenture;
 - (15) to the extent not assigned in the Debenture, each Account and all moneys at any time standing to the credit of any Account; and
 - (16) other than in relation to its Intellectual Property, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them;
- (d) with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Liabilities, by way of floating charge:
- (i) all its Assets (other than Excluded Land and Excluded Assets), except to the extent that such Assets are for the time being effectively assigned by way of security or charged by any fixed charge in the Debenture; and
 - (ii) all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law;
- (e) covenants with the Security Agent that it will (and will procure each Obligor to) promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) and consistent with the terms of the Debenture in order to:
- (i) comply with the Perfection Requirements;

- (ii) protect (or following an Enforcement Event, perfect) the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (iii) following an Enforcement Event to facilitate the realisation of the Assets which are, or are intended to be, the subject of the Debenture;
- (f) covenants with the Security Agent to (and to procure that each Obligor will) at the request of the Security Agent at any time after an Enforcement Event take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection (after an Enforcement Event), protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Debenture and to promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed Security created by the Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require; and
- (g) undertakes not to, amongst other things:
- (i) do anything prohibited by the negative pledge set out in Clause 22.18 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause; or
 - (ii) do anything prohibited by the prohibition on disposals set out in Clause 22.19 (*Disposals*) of the Facility Agreement, except as permitted by that clause,

(where "Liabilities", "Finance Documents", "Secured Parties", "Insurance Policies", "Hedging Documents", "Accounts", "Land", "Excluded Land", "Deed of Accession and Charge", "Specified Investments", "Derivative Rights", "Fixed Security Assets", "Obligor", "Intellectual Property", "Receivables", "Intercompany Debt", "Assets", "Excluded Assets", "Perfection Requirements", "Finance Parties", "Security Agent", "Enforcement Event" and "Security" have the meaning given to them in the Debenture).

5. By selling the shares in Highfield Care Homes Limited, Highfield Care Limited, Highfield Holdings Limited, Highfield Care Homes No. 3 Limited and Highfield Cymru Limited to TBG CareCo Holdings Limited, with the consideration for such sale being left outstanding on intercompany account, the Company replaces its assets represented by such shareholdings with a receivable from one of its indirect holding companies.

6. By consenting to the assumption, by TBG OpCo 1 Limited, of the debt owed to the Company by TBG CareCo Holdings Limited, the Company replaces its receivable from its indirect holding company with a receivable from an affiliate company which is itself a holding company.
7. By consenting to the assumption, by Southern Cross Bidco Limited, of the debt owed to the Company by TBG OpCo 1 Limited, the Company replaces its receivable from an affiliate company with a receivable from a different affiliate company.
8. By consenting to the assumption, by TBG CareCo Investments 2 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of its indirect holding companies.
9. By consenting to the assumption, by NHP Securities No. 3 Limited, of a part of the debt owed to the Company by Southern Cross Bidco Limited, the Company replaces its receivable from an affiliate company with a receivable from one of the Company's subsidiaries.
10. By making a loan to TBG CareCo Limited of funds received by the Company from Southern Cross Bidco Limited to enable TBG CareCo Limited to repay part of the Facility Agreement, the Company makes funds available to its direct holding company in order to facilitate the repayment by such holding company of part of the debt incurred by such holding company to buy the shares in the Company.
11. By transferring the shares in NHP Securities No. 14 Limited to NHP PropCo Limited, the consideration for such transfer to be left outstanding on intercompany account, the Company replaces its assets represented by such shareholding with a receivable from an affiliate company.

Schedule 4 to the Statutory Declaration (Companies Form No. 155(6)a)
dated 8 April 2005

Up to 150 per cent. of the Total Commitments under the Facility Agreement (being £555,000,000),

(where "**Total Commitments**" has the meaning given to it in the Facility Agreement).

The Directors
NHP Limited
Block A
Upper Ground Floor
Dukes Court
Dukes Street
Woking
GU21 5BH

8 April 2005

Dear Sirs

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

We have examined the attached statutory declaration of the directors of NHP Limited (the "Company") dated 8 April 2005 in connection with the proposal that the Company should give financial assistance in respect of itself 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