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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

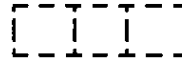
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



04638324

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

Name of company

* MOREGROVE LIMITED

* insert full name
of company

~~1/XXX~~ PAUL GRAY
18 THE GREENWAY
WHITWELL
WORKSOP
NOTTINGHAMSHIRE
S80 4SY

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

† delete as
appropriate

[the sole
The busin

\$ delete whichever
is inappropriate

~~XXXXXX~~
~~XXXXXX~~

DO NOT DETACH ANY DOCUMENTS
THAT HAVE BEEN STAPLED TOGETHER.
THEY ARE ALL TO BE FILED TOGETHER
AS ONE.

y declare that

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

~~XXXX~~
(c) some

NB: LETTER FROM HAYWOOD & CO
IS THE STATUTORY AUDITORS
REPORT

The com

f shares in the

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXX~~

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 100 ORDINARY SHARES OF £1 EACH

Presenter's name address and
reference (if any)
Flint Bishop
St Michaels Court
St Michaels Lane
Derby DE1 3HQ
RO/MPS/155-MOREGROVE

DX 729320 Derby 24 Midland

For official Use
General Section

FRIDAY
WEDNESDAY



A02 01/08/2007 459
COMPANIES HOUSE

20/07/2007 36
COMPANIES HOUSE

The assistance is to be given to (note 2) MPS CARE LIMITED (COMPANY NUMBER 05991760) AND
NATIONAL WESTMINSTER BANK PLC (COMPANY NUMBER 00929027) WHOSE REGISTERED OFFICE IS
AT 135 BISHOPSGATE, LONDON, EC2M 3UR

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

The assistance will take the form of

SEE APPENDIX 1

The person who ~~XXXXXX~~ [will acquire] † the shares is

† delete as
appropriate

MPS CARE LIMITED (COMPANY NUMBER 05991760)

The principal terms on which the assistance will be given are

SEE APPENDIX 2

The amount of cash to be transferred to the person assisted is £ SEE APPENDIX 3

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 THE 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

I/~~XXX~~ 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) I/~~XXX~~ 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) ~~I have formed the opinion that the company will be unable to pay its debts as they fall due during the year immediately following that date]~~ (note 3)

And I/~~XX~~ 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 St. Michaels Court St Michaels Lane Declarants to sign below
Perth

on

Day	Month	Year
16	07	2007

before me [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



Appendix 1 to Form 155(6)(a)

The form of the financial assistance to be given by Moregrove Limited (number 04638324) (the "Company")

The execution and delivery by the Company of, or continued reliance by the Bank on, (as the case may be) -

- 1 1 a composite guarantee (the "**Guarantee**") to be entered into by, inter alia, the Company pursuant to which the Company would, inter alia, guarantee the prompt performance by each obligor of the Guaranteed Obligations (as defined in Appendix 2 below),
- 1 2 a debenture (the "**Debenture**") to be entered into by the Company in favour of the Bank pursuant to the terms of which the Company and would, inter alia, covenant to pay and discharge the Guaranteed Obligations on the due date and create fixed and floating charges over substantially all its assets and undertaking by way of security for the same,
in each case pursuant to
 - (i) a term loan facility agreement (the "**Facility Agreement**") to be entered into between MPS Care Limited and National Westminster Bank plc (the "**Bank**") pursuant to which facilities in the maximum aggregate principal amount of £909,000, and
 - (ii) a committed facility agreement (the "**Committed Facility Agreement**") to be entered into between MPS Care Limited and the Bank pursuant to which committed facilities in the maximum aggregate principal amount of £555,500,(together, the "**Finance Documents**") both of which would be made available to MPS Care Limited ("**MPS**") and used by MPS in financing, directly or indirectly, part of the purchase price payable to Neil Gray for the purposes of the acquisition of the shares in the Company by MPS (the "**Acquisition**"),
- 1 3 an intra-group loan agreement to be entered into by the Company and others pursuant to which the Company and others would make available to MPS facilities to be used to inter alia make payments when due under the Finance Documents and the secured loan notes of MPS issued to Neil Gray ("**Loan Notes**") in the maximum aggregate principal amount of £550,000 (the "**Intra Group Funding Agreement**")



Appendix 2 to Form 155(6)(a)

Principal terms on which financial assistance will be given by the Company

Terms defined in Appendix 1 have the same meaning in this Appendix 2

- 1 By executing the Guarantee the Company will
 - 1 1 guarantee as principal obligor and not merely as surety the prompt performance by each relevant obligor of all obligations to the Bank under the Finance Documents and the payment of all sums payable under or in connection with the Finance Documents as and when the same shall become due,
 - 1 2 undertake that it will on demand upon a default in the payment of any sum due under or in connection with the Finance Documents pay such sum, as if it was expressed to be the primary obligor, together with, inter alia, interest and expenses payable thereon, and
 - 1 3 give an indemnity to the Bank against any loss or liability suffered by it under the Finance Documents as a result of any obligation guaranteed by it being or becoming unenforceable, invalid or illegal,
(the "Guaranteed Obligations")
- 2 By executing the Debenture the Company will
 - 2 1 as primary obligor and not merely as surety, covenant with the Bank that it will pay or discharge the Guaranteed Obligations and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant obligor to the Bank under the Finance Documents in each case together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities, and
 - 2 2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Bank substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same
- 3 By executing the Intra-Group Loan Agreement the Company will make available to MPS and each other member of its group facilities to be used by MPS and/or any such member of its group to, inter alia, make payments when due under the Finance Documents and the Loan Notes together with costs and expenses incurred by MPS in connection with the Acquisition, provided that the Company shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Company is solvent



Appendix 3 to Form 155(6)(a)

Amount of cash to be transferred to the person assisted

Terms defined in Appendix 1 have the same meaning in this Appendix 3

Any amounts loaned by the Company to MPS from time to time pursuant to the Intra Group Funding Agreement

HAYWOOD & CO

chartered accountants

• Accounts • Audit • Payroll • Bookkeeping • Taxation Services • VAT • Business Finance Solutions

Our Ref

Your Ref

Reply to

To The Directors

16 JUL 2007

Moregrove Limited

24-26 Mansfield Road

Rotherham

South Yorkshire

S60 2DR

Dear Sirs

FINANCIAL ASSISTANCE FOR THE ACQUISITION OF SHARES

We have enquired into the state of affairs of Moregrove Limited (the "**Company**") in connection with the proposal that it will give financial assistance as described in the attached statutory declaration for the purpose of the acquisition of shares in the Company

We are not aware of anything to indicate that the opinions expressed by the director in the attached statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 are unreasonable in all the circumstances

Yours faithfully

Haywood & Co



18 Stalker Walk
Sheffield
S11 8NF
T0114 268 1441
F0114 268 3320

Conyngham Hall
Knaresborough
HG5 9AY
T01709 377909
F01709 829637

24 Mansfield Road
Rotherham
S60 2DT
T01709 377909
F01709 829637

W www.haywoodandco.com E mail@haywoodandco.com

Partners JA Midgley FCA P Hebblethwaite BA FCA CTA AP Jackson FCA Associate SP Westerman FCCA Consultant JA Tomlinson FCA
Registered to carry on audit work by the Institute of Chartered Accountants in England and Wales