



Declaration in relation to assistance for the acquisition of shares

155(6)a

Please do not
write in this
margin

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

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

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

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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05148271

Note

Please read the notes
on page 3 before
completing this form

Name of company

* Growing Older with Learning Disability Limited

* insert full name
of company

X/We 0 See appendix 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

```
PAXTUAUOXOYKXJEXGONSECKDANKXCICAKSECXSODCOXXCXXXDOOCDEXXEEDNDGOXXNGOBAGBOBACXYVOTXS  
NIXNAHOSISXZARAPXBPOCHSNIYOCEXEENMABXAIXXOFMEQSNMSAEAYCONANASBCQBZXDSZYBX
```

~~XX~~

(c) something other than the above §

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

[company] XXXXXXXXXXXXXXXXXXXXXXXXXX

The assistance is for the purpose of [that acquisition] XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

~~XXXXXXXXXXXXX~~ +

The number and class of the shares acquired or to be acquired is 60 A ordinary shares of £1 each and
90 B Ordinary shares of £1 each

Presenter's name address and
reference (if any)
Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

57 London Chancery Lane
F3/GKTH/CMM/1835925

For official Use
General Section

Post room

MONDAY



1 2FAVRVT

LD8

06/08/2007

COMPANIES HOUSE

174

The assistance is to be given to (note 2) Acorn Care Acquisitions Limited
Registered number 05820919 Registered address 1-11 Hay Hill, London, W1J 6DH

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 appendix 2

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

† delete as
appropriate

Acorn Care Acquisitions Limited

The principal terms on which the assistance will be given are

See appendix 3

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

The value of any asset to be transferred to the person assisted is £ N/A

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

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

[illegible]

Atlantic House
Holborn Viaduct
London EC1A 2FG

on

Day	Month	Year
31	07	2007

Edward Haver

before me Chad Hul (CHARLES FRANK)

GAW

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

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Growing Older with Learning Disability Limited
(registered number 05148271)
(the "Company")

APPENDICES TO FORM 155(6)a

APPENDIX 1: DIRECTORS

David Whittaker, Ketton House, Ketton, Aldgate, Rutland PE9 3TD

Edward Anthony Deacon Haddon, 45 Tunis Road, London W12 7EZ

APPENDIX 2: FORM OF FINANCIAL ASSISTANCE

Financial assistance will be provided, in relation to a facilities agreement to be entered into between AIB Group (UK) p l c and Acorn Care Acquisitions Limited to fund, amongst other things, the acquisition of the Company by Acorn Care Acquisitions Limited, as follows

1 GUARANTEE

The execution by the Company of a cross guarantee in favour of the Bank (the "**Guarantee**") pursuant to which the Company shall agree to guarantee the liabilities of the Acorn Care Acquisitions Limited to the Bank

Each capitalised term used in this paragraph and (where relevant) subsequently in Appendix 2 is as defined in the Guarantee

2 DEBENTURE

The execution by the Company of a debenture (the "**Debenture**") charging the whole of its property, assets and undertaking from time to time in favour of the Bank

Each capitalised term used in this paragraph and (where relevant) subsequently in Appendix 2 is as defined in the Debenture

3 LEGAL MORTGAGES

The execution by the Company of two legal mortgages (the "**Mortgages**") charging all of its property or properties as described in the Mortgages in favour of the Bank

Each capitalised term used in this paragraph and (where relevant) subsequently in Appendix 2 is as defined in the Mortgages

4 SUBORDINATION DEED

The execution by the Company of a deed of subordination (the "**Subordination Deed**") pursuant to which the company will agree that intercompany debts are postponed and subordinated to the liabilities of the Purchaser to the Bank

Each capitalised term used in this paragraph and (where relevant) subsequently in Appendix 2 is as defined in the Subordination Deed

5

By executing the above documents, the Company agrees that it shall from time to time, at the request of the Bank and at the Company's cost, execute in favour of the Bank or as it may direct, such further or other legal assignments, transfers, mortgages, charges, applications, notices or other documents as in any such case the Bank shall stipulate over the Company's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate, for the purposes of more effectively providing security to the Bank for the payment or discharge of the Secured Obligations

APPENDIX 3: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1 GUARANTEE

Under the terms of the Guarantee

- 1.1 the Company irrevocably and unconditionally guarantees payment to the Bank on demand of all present, future, actual and /or contingent liabilities whatsoever of the Debtor to the Bank whether or not then due and payable and whether incurred solely severally and/or jointly and without limitation whether on account of moneys advanced or paid or in respect of bills, notes or other negotiable or non-negotiable securities or instruments, guarantees, indemnities or other liabilities or engagements, interest, commission, banking charges or otherwise together with all legal or other cost, charges and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith or in connection with the Guarantee (such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Guarantee and the recovery of the liabilities secured by it) and so that as against the Company interest shall be deemed to continue to accrue and be a liability of the Debtor guaranteed under the Guarantee notwithstanding that for any reason interest may have ceased to accrue against the Debtor In the case of a contingent liability a demand may be made by the Bank at any time for an amount not exceeding the maximum possible amount (as determined by the Bank) of that liability
- 1.2 the Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction (by the Company, the Debtor or any other person) of the whole or any part of any of the liabilities guaranteed under the Guarantee but shall be a continuing security and shall remain in force until determined by three months' written notice actually received by the Bank from the Company
- 1.3 the Guarantee shall apply to all monies borrowed from the Bank by or debited to the account of the Debtor notwithstanding that such monies (or part thereof) may not be or may cease to be recoverable from the Debtor by reason of any lack or limit of or defect in the authority of any officer or agent acting or apparently acting for the Debtor, or by reason of any informality, irregularity, disability or incapacity (including in the case of an individual and until the Bank receives actual notice thereof the death of the Debtor), or by reason of the operation of the Limitation Acts or of any provision of any enactment for the time being in force in relation to liquidation, administration or bankruptcy and if and so far as any such monies may not be recoverable by the Bank from the Debtor the Company shall indemnify the Bank in respect thereof and shall be liable therefore as principal debtor
- 1.4 the Guarantee shall remain in effect and binding on the Company notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and the transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company
- 1.5 By executing the Guarantee the Company will, amongst other things guarantee payment to the Bank on demand of all present, future, actual and/or contingent liabilities whatsoever of the Debtor to the Bank whether or not then due and payable and whether incurred solely severally and/or jointly and without limitation whether on account of moneys advanced or paid or in respect of bills, notes or other negotiable or non-negotiable securities or instruments, guarantees, indemnities or other liabilities or engagements, interest, commission, banking charges or otherwise together with all legal

or other costs, charges and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith or in connection with the Guarantee (such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this security and the recovery of the liabilities secured by it) and so that as against the Company interest shall be deemed to continue to accrue and be a liability of the Debtor guaranteed under the Guarantee notwithstanding that for any reason interest may have ceased to accrue against the Debtor. In the case of a contingent liability a demand may be made by the Bank at any time for an amount not exceeding the maximum possible amount (as determined by the Bank) of that liability

2 DEBENTURE

2.1 By executing the Debenture, the Company will, amongst other things

- (a) covenant with the Bank that it will on demand by the Bank pay to the Bank
 - (i) all sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Bank,
 - (ii) all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety,
 - (iii) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under the Debenture and the security constituted by the Debenture or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid PROVIDED THAT, in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this paragraph, interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Debenture and the recovery of the liabilities secured by it. A certificate signed by an officer of the Bank as to the amount of such costs and expenses for the time being due or incurred to the Bank from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding upon the Company, and
 - (iv) interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other moneys until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the Specified Rate of Interest and from and after demand until full discharge

(as well after as before judgement) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest

2.2 the Debenture creates as continuing security in favour of the Bank -

- (a) by way of legal mortgage all estates or interests in any freehold and/or leasehold property referred to in the Debenture and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by or charged to the company and from time to time on or in such freehold and/or leasehold property (together the **"Legally Mortgaged Property"**) and/or the proceeds of sale of the Legally Mortgaged Property,
- (b) by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of the security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or sue land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Debenture (together the **"Equitably Charged Property"**) and/or the proceeds of sale of the Equitably Charged Property
- (c) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institution or similar third parties (the **"Credit Balances"**),
- (d) by way of fixed charge all stocks shares and/or other securities in any other body corporate whether or note certified (together the **"Securities"**) at the date of the Debenture or at any time during the continuance of the security belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities,
- (e) by way of fixed charge the goodwill and the uncalled capital of the Company at the date of the Debenture or at any time after the date of the Debenture in existence and future calls (whether made by the direction of the Company or a Receiver, and Administrator or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during continuance of the security belonging to the Company (together the **"Goodwill and Intellectual Property"**),
- (f) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment at the date of the Debenture or at any time during the continuance of the security belonging to the Company other than insofar as it is part of the Company's stock in trade (together the **"Equipment"**), and
- (g) by way of floating charge its undertaking and all its other property, assets and rights whatsoever and whosoever present and/or future, including those

expressed as charged by way of fixed charge, if, and to the extent that, such charge may fail (whether by virtue of the laws of England and Wales or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge,

each charge, mortgage or assignment by way of security created under the Debenture is separate, independent of and distinct from and in addition to every other such charge, mortgage or assignment Paragraph 14 of Schedule B1 to the Insolvency 1986 Act (incorporated by section 248 and Schedule 16 of the Enterprise 2002 Act) shall apply to any floating charge created pursuant to the Debenture

3 MORTGAGES

3 1 By executing the Mortgages, the Company will, amongst other things, covenant with the Bank that it will on demand by the Bank pay or discharge to the Bank

- (i) all sums of money which have been or are or may after the date of the Debenture at any time or from time to time be advanced to the Company by the Bank all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the terms of the Mortgages (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety),
- (ii) all costs and expenses incurred by the Bank and/or any Receiver (including any Receiver's remuneration) in relation to the Mortgages and/or any such advances indebtedness and/or liabilities on a full indemnity basis (such costs, charges, and expenses as shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Mortgages and the recovery of the liabilities secured by it),
- (iii) the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank and all commission, discount and banking charges, and
- (iv) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest, at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest

3 2 The Legal Mortgages create the following security over the Company -

- (i) by way of legal mortgage all and singular the property or properties described or referred to in the Schedule to the Mortgages,

- (ii) by way of fixed charge the Goodwill,
- (iii) by way of fixed charge any share held by the Company in any tenants', residents' or occupiers' management company affecting the Mortgaged Property or any estate or buildings of which the property forms part,
- (iv) by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Company at the date of the Mortgages and from time to time placed on or used in or about the mortgaged property

- 3 3 The Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof
- 3 4 The Company will covenant with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the mortgaged property or any part or parts thereof without the prior written consent of the Bank
- 3 5 The Company agrees that (in addition to the obligations implied pursuant to the law of property (Miscellaneous Provisions Act 1994) it will at the request of the Bank execute in favour of the Bank such further or other legal requirements, mortgages, charges or other security documents as the Bank may request over the Company's interest in any of the mortgaged property for the purpose of perfecting, improving or more effectively securing the Company's obligations
- 3 6 If the Bank has or at any time after the date of the Mortgages shall have entered into any obligation, liability or indemnity, whether contingent or not, with any other party at the request or for the benefit of the Company and such obligation, liability or indemnity remains outstanding, due or due upon any contingency, then the Company shall forthwith upon any demand being made under the Mortgages pay to the Bank such sum of money in sterling in London as shall be sufficient to meet or discharge all and any such outstanding obligations, liabilities and indemnities (the "Cash Cover")
- 3 7 If the company shall default in providing the Cash Cover then (without prejudice to any of the Bank's other rights, powers or remedies in respect of such obligations, liabilities and indemnities) that provision of the Cash Cover shall form part of the indebtedness secured by the Mortgages and shall carry interest accordingly unless and until the Bank is fully exonerated, released or discharged from all such obligations, liabilities or indemnities

4 SUBORDINATION DEED

By executing the Subordination Deed the Company will, amongst other things

- (a) acknowledge the arrangements made between the Bank and the Companies and the Subordinated Creditors which regulate the ability of the Company to make certain payments to those parties, and
- (b) agree that intercompany debts are postponed and subordinated to the liabilities owed by the Borrower to the Bank

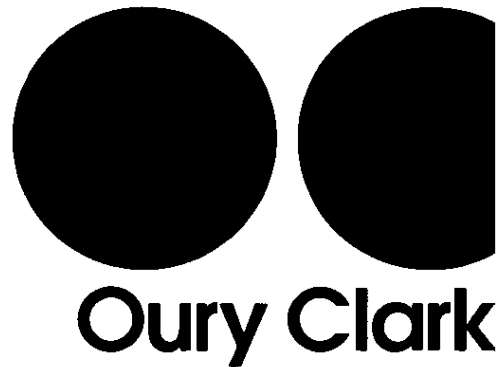
•
Oury Clark Chartered Accountants

Herschel House

58 Herschel St
Slough SL1 1PG
t +44 (0)1753 551111
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Correspondence address

PO BOX 150
Slough SL1 1HD
DX42254 Slough West
contact@ouryclark.com
www.ouryclark.com



•
• **MJD/JER**

The Directors
Growing Older with
Disability Limited
Field House
Chesterfield Road
Alfreton
Derbyshire DE55 7DT

(the "Company")

• Dear Sirs

Report by the auditors to the directors of the Company under the Companies Act 1985, s156(4)

We have examined the attached statutory declaration of the directors of the Company dated 31 July 2007 in connection with the proposal that the Company should give financial assistance for the acquisition of

60 Ordinary A Shares of £1

90 Ordinary B Shares of £1

in the share capital of the Company being the whole of the issued share capital of the Company by Acorn Care Acquisitions Limited

We have inquired into the state of affairs of the Company as at 31 July 2007 and are not aware of anything to indicate that the opinion expressed by the Directors made by them in the foregoing declaration pursuant to s156(6) Companies Act 1985 as to any of the matters specified in s 156(2) Companies Act 1985 is unreasonable in all the circumstances

Yours faithfully

Partners

Richard Oury FCA FCCA
Derrick Smith FCA MABRP
Ian Friend ACA CTA
James Oury LLB ACA
David Taylor Rea FCA
Ian Phipps ACA CTA
Emma Johnson BEng ACA CTA
Elliot Green ACA MABRP
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Andrew Oury BEng ACA
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Consultant

John English FCA AIT

London office

10 John St
London WC1N 2EB

Authorised by the Financial Services
Authority to carry on investment business

Richard Oury Derrick Smith, Elliot Green
and Matthew Waghorn are Insolvency
Practitioners licensed by the Institute
of Chartered Accountants in England
& Wales