

WRITTEN RESOLUTIONS OF
HALLMARK HEALTHCARE (MAESTEG) LIMITED ("the Company")

COMPANY NUMBER: 04935691

Resolutions of the above Company in writing by the sole Member of the Company entitled to receive notice of and to attend and vote at General Meetings passed pursuant to Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

1. **THAT** the Company entering into a Cross Guarantee in the form annexed hereto (the "Cross Guarantee") to Bank of Ireland and supporting such Cross Guarantee by continuing the existing security (the "Continuing Security") with Bank of Ireland (the "Bank") in support of Hallmark Healthcare Group Limited assuming the obligations of Hallmark Healthcare Group Limited to the Bank under a facility letter dated 21 November 2007 the Cross-Guarantee and Continuing Security be and is hereby approved and that the directors be authorised to cause the Company to enter into or execute the Cross-Guarantee together with such amendments as the directors may in their absolute discretion approve any action in connection therewith
2. **THAT** any act done or document executed pursuant to Resolution 1 shall be valid, effective and shall bind the Company and any limit on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association is suspended, waived or abrogated as necessary to give effect to the foregoing resolution
3. **THAT** notwithstanding the Company having approved (i) the execution delivery and performance of the Cross Guarantee and (ii) the Continuing Security it is confirmed that the Company is receiving full and fair consideration for the obligations it is undertaking and agreeing to continue in accordance with their terms

Please read the Notes below before signifying your agreement to the Resolutions

The undersigned, being an "eligible member" (as defined in Section 289 of the 2006 Act) and entitled to vote on the Resolutions on the circulation date specified above, hereby irrevocably agrees to the Resolutions

DATED

19/12/07

SIGNED

[Signature]

THURSDAY



A27 "A2E5AW12" 40
03/01/2008
COMPANIES HOUSE

4/1/08-80

COPY

Date 21ST DECEMBER 2007

The Guarantors

The Governor and Company of The Bank of Ireland

Cross-Guarantee

Contents

No	Heading	Page
	Clauses	
1	Definitions and Interpretation	1
2	Cross-guarantee and Indemnity	5
3.	Continuing Security	6
4	Protective Clauses	7
5.	Powers of the Bank	8
6	Expenses	9
7.	Set-Off and Lien	9
8.	Undertakings	10
9.	Payments; Currencies and Taxes	10
10.	Representations and Warranties	11
11	Miscellaneous	12
12.	Notices	13
13.	Law and Jurisdiction	14

Schedules

Schedule 1	16
The Guarantors	16

THIS CROSS-GUARANTEE is made the 21ST day of DECEMBER 2007

BETWEEN:

- (1) The companies named in the Schedule as such (each a "Guarantor" and together the "Guarantors"), and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (a company incorporated in Ireland with limited liability) of 36 Queen Street, London EC4R 1HJ (the "Bank")

IT IS AGREED as follows

1. Definitions and Interpretation

1.1 Facility Agreement

Words and expressions defined in the Facility Agreement and not otherwise defined therein shall have, when used in this Deed, the same meanings in this Deed as in the Facility Agreement

1.2 Definitions

In this Cross-guarantee the following expressions have the following meanings, unless the context otherwise requires

Expression

Definition

"Borrower"

means Hallmark Healthcare Group Limited (Company Number 04933894) whose registered office is at 2 Kingfisher House, Woodbrook Crescent, Radford Way, Billericay, Essex, CM12 0EQ,

"Business Day"

means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in any part of the United Kingdom,

"Collateral Instruments"

means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or

instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Borrower, any Guarantor or any other person liable and includes the Security Documents in each case entered into in accordance with the Facility Agreement or which prior to the date of the Facility Agreement have been entered into and which is expressed to be available to the Bank for all such indebtedness or liabilities of the Borrower,

“Cross-guarantee”

includes each separate or independent stipulation or agreement by the Guarantors contained in this Cross-guarantee,

“Event of Default ”

bears the same meaning ascribed thereto by the Facility Agreement.

“Facility Agreement”

means a Letter of Offer (as amended and/or supplemented from time to time) dated 21st November 2007 from the Bank to the Borrower,

“Group”

means the Borrowers and its Subsidiaries from time to time;

“Guaranteed Liabilities”

means all moneys, obligations and liabilities covenanted or guaranteed to be paid or discharged pursuant to Clause 2 1,

“Incapacity”

in relation to a person, means the death, bankruptcy, unsoundness of mind, insolvency, liquidation, dissolution, winding up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership),

“Relevant Jurisdiction”

in respect of any person means the jurisdiction in which such person is incorporated or, if different, has its principal place of business,

“Security Documents”

means documents or instruments creating or evidencing a Security Interest of any kind entered into in accordance with the Facility Agreement or which prior to the date of the Facility Agreement have been entered into and which is expressed to be available to the Bank for all such indebtedness or liabilities of the Borrower,

“Security Interest”

means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any **“hold-back”** or **“flawed assets”** arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of the security,

“Sterling” and “£”

means the lawful currency for the time being of the United Kingdom and in respect of all payments to be made under this Cross-guarantee in Sterling means immediately available, freely transferable cleared funds,

“Subsidiary”

bears the same meaning as that contained in Section 736 of the Companies Act 1985 (Definition of **“subsidiary”**),

1 3 Interpretation

(a) In this Cross-guarantee

- (i) the Contents page and clause headings are included for convenience only and do not affect the construction of this Cross-guarantee,
 - (ii) words denoting the singular include the plural and vice versa, and
 - (iii) words denoting one gender include each gender and all genders
- (b) In this Cross-guarantee references to
- (i) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality),
 - (ii) documents, instruments and agreements (including, without limitation, this Cross-guarantee and any document referred to in this Cross-guarantee) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
 - (iii) the term “**Guarantor**” includes every person liable under this Cross-guarantee and any other person lawfully acting on behalf of such person,
 - (iv) a party to this Cross-guarantee include references to its successors, transferees and assigns,
 - (v) Clauses and Schedules are references to clauses of this Cross-guarantee and schedules to this Cross-guarantee; and references to this Cross-guarantee include its Schedules;
 - (vi) paragraphs are references to paragraphs of the Schedule in which the references appear,
 - (vii) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute, and
 - (viii) a time of day is a reference to London time

2. Cross-guarantee and Indemnity

- 2.1 In consideration of the Bank making or continuing loans or advances to, or otherwise giving credit or granting banking facilities or accommodation or granting time to the Borrower, each Guarantor hereby irrevocably and unconditionally guarantees that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred (i) by the Borrower to the Bank (including without limitation any obligations and liabilities arising under or in connection with the Facility Agreement or any Collateral Instrument and/or Security Document or otherwise) and (ii) by each other Guarantor to the Bank pursuant to this Cross Guarantee (including without limitation any obligations and liabilities arising under any Collateral Instrument and/or Security Document or otherwise) when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank denominated in Sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever. Such liabilities shall, without limitation, include
- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates,
 - (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind, and
 - (c) interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be payable by the Borrower (under the Facility Agreement) (or which would have been so payable but for the Incapacity of the Borrower) and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect the Borrower or Guarantor or any Collateral Instrument and/or Security Document or otherwise
- 2.2 Each Guarantor undertakes to indemnify and hold the Bank harmless against all reasonable losses, costs, expenses, claims and liabilities whatsoever which the Bank may suffer or incur or otherwise sustain in connection with the moneys, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2.1

- 2.3 If any purported obligation or liability of the Borrower or any Guarantor to the Bank (including any obligation to pay interest) which if valid would have been the subject of this Cross-guarantee is not or ceases to be valid or enforceable against the Borrower or any Guarantor on any ground whatsoever whether or not known to the Bank including but not limited to any illegality or defect in or want of powers of the Borrower or any Guarantor or irregular exercise thereof or lack of authority by any person purporting to act on behalf of the Borrower or any Guarantor or any legal or other limitation (whether under statute or otherwise), disability, incapacity or any change in the constitution of or any amalgamation, reconstruction, reorganisation, liquidation or administration of the Borrower, the Guarantors shall nevertheless be jointly and severally liable to the Bank in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantors were the principal debtors in respect thereof. The Guarantors agree to keep the Bank fully indemnified against all reasonable damages, losses, costs and expenses arising from any failure of the Borrower or any Guarantor or any of them to carry out any such purported obligation or liability.
- 2.4 Any statement of account prepared by the Bank in relation to the Borrower or any Guarantor, signed as correct by an officer of the Bank, showing the amount of the Guaranteed Liabilities shall, in the absence of manifest error, be binding and conclusive on and against such Guarantor.
- 2.5 Each Guarantor agrees to pay interest on each amount demanded of it under this Cross-guarantee from the date of such demand until payment (as well after as before judgment) at the rate and in the manner applicable to overdue payments as provided for in the Facility Agreement.

3. Continuing Security

- 3.1 This Cross-guarantee shall
- (a) secure the ultimate balance from time to time owing to the Bank by the Borrower and each Guarantor and shall be a continuing security, notwithstanding any settlement of account or other matter whatsoever,
 - (b) be in addition to any present or future Collateral Instrument, right or remedy held by or available to the Bank, and
 - (c) not be in any way prejudiced or affected by the existence of any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other

person liable

- 3.2 If this Cross-guarantee ceases to be continuing for any reason whatsoever the Bank may nevertheless continue any account of the Borrower or any Guarantor or open one or more new accounts and the liability of each Guarantor under this Cross-guarantee shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account

4. Protective Clauses

- 4.1 The liability of each Guarantor shall not be affected nor shall this Cross-guarantee be discharged or reduced by reason of

- (a) the Incapacity or any change in the name, style or constitution of the Borrower or any Guarantor or any other person liable,
- (b) the Bank granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of, the Borrower or any Guarantor or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any Guarantor or any other person liable, or
- (c) any act or omission which would not have discharged or affected the liability of any Guarantor had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate any Guarantor

- 4.2 The Bank shall not be obliged to make any claim or demand on the Borrower or any Guarantor or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to the Bank before enforcing this Cross-guarantee and no action taken or omitted by the Bank in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantors or any of them under this Cross-guarantee nor shall the Bank be obliged to apply any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment in reduction of the Guaranteed Liabilities.

- 4.3 Each Guarantor warrants that it has not taken or received, and undertakes that until all the Guaranteed Liabilities have been paid or discharged in full, it will not take or

receive, the benefit of any security from the Borrower or any Guarantor or any other person in respect of its obligations under this Cross-guarantee

4.4 Until all the Guaranteed Liabilities have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) each Guarantor agrees that, without the prior written consent of the Bank, it will not

- (a) exercise its rights of subrogation, reimbursement and indemnity against Borrower or any Guarantor,
- (b) demand or accept repayment in whole or in part of any indebtedness now or hereafter due to such Guarantor from the Borrower in respect of the liabilities of the Guarantor under this clause or any Guarantor or from any other person liable or demand or accept any Collateral Instrument in respect of the same or dispose of the same,
- (c) take any step to enforce any right against the Borrower or any Guarantor or any other person liable in respect of any Guaranteed Liabilities, or
- (d) claim any set-off or counterclaim against the Borrower or any Guarantor or any other person liable or claim or prove in competition with the Bank in the bankruptcy or liquidation of the Borrower or any Guarantor or any other person liable or have the benefit of, or share in, any payment from or composition with, the Borrower or any Guarantor or any other person liable or any other Collateral Instrument now or hereafter held by the Bank for any Guaranteed Liabilities or for the obligations or liabilities of any other person liable but so that, if so directed by the Bank, it will prove for the whole or any part of its claim in the liquidation or bankruptcy of the Borrower or any Guarantor or any other person liable on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for the Bank and applied in or towards discharge of the Guaranteed Liabilities in such manner as the Bank shall deem appropriate

4 5 If, contrary to Clauses 4 3 or 4 4, any Guarantor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for the Bank and shall be delivered to the Bank on demand

5. Powers of the Bank

5 1 Any money received in connection with this Cross-guarantee (whether before or after any Incapacity of the Borrower or any Guarantor) may be placed to the credit of a

suspense account (with a view to preserving the rights of the Bank to prove for the whole of its claims against the Borrower or any other person liable) or may be applied in or towards satisfaction of such of the Guaranteed Liabilities as the Bank may from time to time conclusively determine in its absolute discretion but the Guarantor shall not be liable for interest on the amounts due under this Cross-guarantee which would have been satisfied had such sums not been placed on such suspense account and instead been applied in payment of amounts due under this Cross-guarantee

- 5 2 Any release, discharge or settlement between any Guarantor and the Bank shall be conditional upon no security, disposition or payment to the Bank by the Borrower or any Guarantor or any other person liable being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Cross-guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made
- 5 3 The Bank however shall upon a request from the Guarantor following any irrevocable and unconditional payment and discharge of the Guaranteed Liabilities confirm to the Guarantor that this Cross-guarantee has been placed upon a suspense file and that the Guarantor has no further liability thereunder subject to the provisions of Clause 5 2 above

6. Expenses

Each Guarantor agrees to reimburse the Bank on demand for all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be properly incurred by the Bank in relation to the enforcement of this Cross-guarantee against the Guarantors.

7. Set-Off and Lien

Each Guarantor hereby agrees that the Bank may at any time after an Event of Default without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Bank or of any such Guarantor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Guaranteed Liabilities For this purpose, the Bank is authorised to purchase with the moneys standing to the credit of any such account, such other currencies as may be necessary to effect such application

8. Undertakings

- 8 1 Each Guarantor undertakes to the Bank that it will obtain, maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all reasonable acts and things properly necessary or desirable in connection with this Cross-guarantee or for the performance of its obligations hereunder
- 8 2 Each Guarantor undertakes to the Bank that the obligations of such Guarantor under this Cross-guarantee will rank at all times at least pari passu with all its other existing and future indebtedness, obligations and liabilities, actual or contingent, from time to time (save those as by law rank as preferential in a winding-up)

9. Payments, Currencies and Taxes

- 9 1 The obligation of each Guarantor shall be to make payment to the Bank in the currency in which, and at the time and place at which, the Guaranteed Liabilities are payable
- 9 2 If any sum due from any Guarantor under this Cross-guarantee or any order or judgment given or made in relation hereto has to be converted from the currency (the “**first currency**”) in which the same is payable under this Cross-guarantee or under such order or judgment into another currency (the “**second currency**”) for the purpose of (i) making or filing a claim or proof against such Guarantor, (ii) obtaining an order or judgment in any court or other tribunal or (iii) enforcing any order or judgment given or made in relation to this Cross-guarantee, such Guarantor shall indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between (a) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (b) the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from any Guarantor under this Clause 9 2 shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Cross-guarantee and the term “**rate of exchange**” includes any premium and costs of exchange payable in connection with the purchase of the first currency with the second currency
- 9 3 All payments to be made by each Guarantor under this Cross-guarantee shall be made in full, without any set-off, condition or counterclaim whatsoever save as required by law and, subject as provided below, free and clear of any deductions or withholdings whatsoever. If at any time any applicable law, regulation or regulatory requirement or any governmental authority, monetary agency or central bank requires any Guarantor to make any deduction or withholding in respect of taxes, levies, duties, imposts or any

charges whatsoever from any payment due under this Cross-guarantee for the account of the Bank, the sum due from such Guarantor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and such Guarantor shall indemnify the Bank against any losses or costs incurred by reason of any failure of such Guarantor to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. Each Guarantor shall promptly deliver to the Bank any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid.

10. Representations and Warranties

10.1 Each Guarantor represents and warrants in respect of itself only to the Bank that

- (a) it is duly incorporated and validly existing under the laws of its Relevant Jurisdiction and is fully qualified and empowered to own its assets and carry out its business;
- (b) it has power to enter into this Cross-guarantee, to exercise its rights and perform its obligations hereunder and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Cross-guarantee and any other documents referred to herein,
- (c) all acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order
 - (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Cross-guarantee,
 - (ii) to ensure that the obligations expressed to be assumed by it in this Cross-guarantee are legal, valid and binding, and
 - (iii) to make this Cross-guarantee admissible in evidence in its Relevant Jurisdictionhave been done, fulfilled and performed and are in full force and effect,
- (d) under the laws of its Relevant Jurisdiction it is not necessary that this Cross-guarantee be filed, recorded or enrolled with any court or other authority in its Relevant Jurisdiction or that any stamp, registration or similar tax be paid

on or in relation to this Cross-guarantee,

- (e) the obligations expressed to be assumed by it under this Cross-guarantee are legal and valid obligations binding on it in accordance with the terms of this Cross-guarantee;
- (f) it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it or any other member of the Group for its winding-up dissolution or re-organisation or for the appointment of a receiver, administrator (whether by the Court or otherwise), administrative receiver (if applicable), trustee or other similar officer of it or of all or any of its revenues or assets,
- (g) it does not require the consent, approval or authority of any other person to enter into or perform its obligations under this Cross-guarantee and its entry into and performance of, and the transactions contemplated by, this Cross-guarantee will not.
 - (i) constitute any breach of, or default under, any contractual, governmental or public obligations binding upon it,
 - (ii) conflict with its constitutional documents, nor
 - (iii) result in the creation or imposition of (or enforceability of) any Security Interest on the whole or any part of its undertaking or assets,
- (h) it will not so far as it is aware be required to make any deduction or withholding from any payment it may make under this Cross-guarantee, and
- (i) no action, arbitration or administrative proceedings of or before, any court, tribunal or agency is current, pending or threatened which might, if adversely determined, have a material adverse effect in relation to it

10.2 The representations and warranties in Clause 10.1 shall be deemed to continue so long as this Cross-guarantee remains subsisting

11. Miscellaneous

11.1 Each Guarantor agrees to be bound by this Cross-guarantee notwithstanding that one or more of the other Guarantors has not executed this Cross-guarantee or may not be bound or be effectually bound and notwithstanding that this Cross-guarantee may be determined or become determined or become invalid or unenforceable against any one or more of such persons whether or not the deficiency is known to the Bank. The

Bank may release any one or more of the Guarantors from this Cross-guarantee and compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any one or more of the Guarantors or any other person without prejudicing or affecting the rights and remedies of the Bank against the other Guarantors

- 11.2 The covenants, agreements, obligations and liabilities of the Guarantors contained in this Cross-guarantee or implied on their part are joint and several and shall be construed accordingly
- 11.3 No failure or delay on the part of the Bank to exercise any power, right or remedy under this Cross-guarantee or any Collateral Instrument or at law shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any such power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy
- 11.4 This Cross-guarantee shall remain binding on each Guarantor notwithstanding any change in the constitution of the Bank or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by, any other person, or any reconstruction or reorganisation of any kind, to the intent that this Cross-guarantee shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Bank in the same manner as if such assignee, transferee or other successor in title had been named in this Cross-guarantee as a party instead of, or in addition to, the Bank.
- 11.5 Each of the provisions of this Cross-guarantee is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

12. Notices

- 12.1 Each party may give any notice, request, demand or other communication under or in connection with this Cross-guarantee by letter, facsimile or other comparable means of communication addressed to the other party at the address identified with its name below Any such communication will be deemed to be given as follows
 - (a) if personally delivered, at the time of delivery,
 - (b) if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities), and

- (c) if by facsimile transmission or comparable means of communication during the business hours of the other party then on the day of transmission, otherwise on the next following Business Day

12.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission

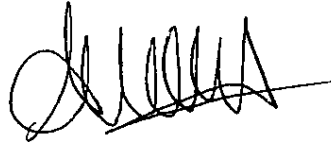
13. Law and Jurisdiction

This Cross-guarantee shall be governed by and construed in accordance with English law

IN WITNESS WHEREOF this Cross-guarantee has been executed and delivered as a deed on the date written at the beginning of this Cross-guarantee

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE GROUP)
LIMITED (as Borrower and Guarantor)
acting by.-)

Director



Director/Secretary



Notice Details:

Address: 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

Attention. Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(AMMANFORD) LIMITED acting by:-)

Director



Director/Secretary



Notice Details:

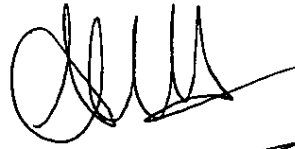
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

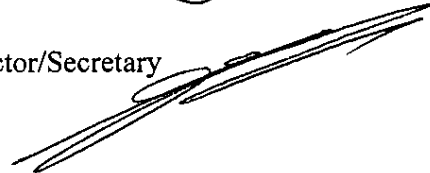
Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(CALDICOT) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

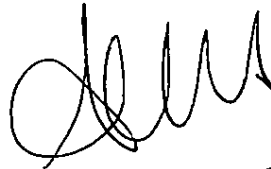
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

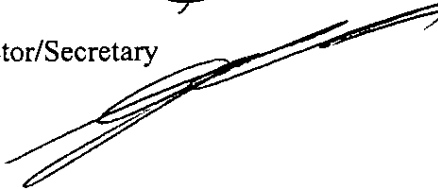
Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(GRESFORD) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

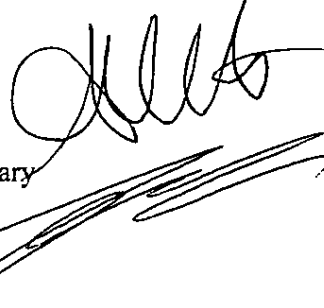
Fax No 01277 844833

Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(HOLMEWOOD) LIMITED acting by -)

Director

Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

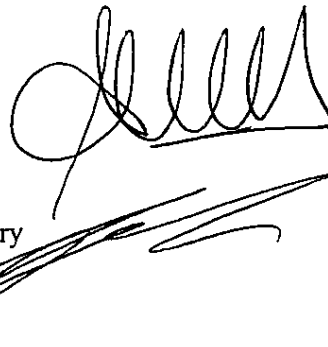
Fax No 01277 844833

Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(KIRKBY IN ASHFIELD) LIMITED)
acting by -)

Director

Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

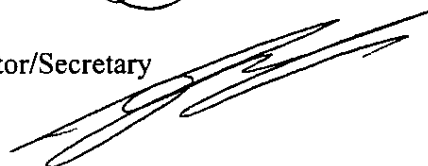
Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(MAESTEG) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

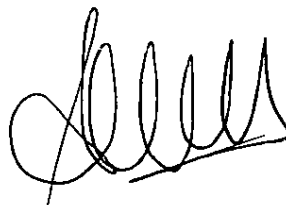
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833


Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(SUTTON IN ASHFIELD) LIMITED)
acting by -)

Director



Director/Secretary



Notice Details:

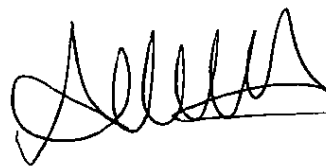
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

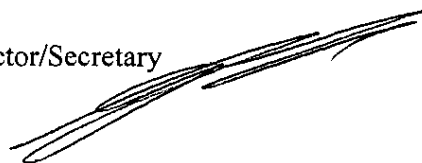
Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(SWANSEA) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

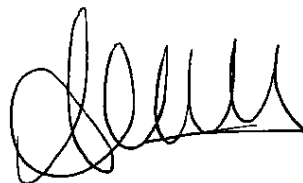
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

Attention. Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(SWINDON) LIMITED acting by.-)

Director



Director/Secretary



Notice Details:

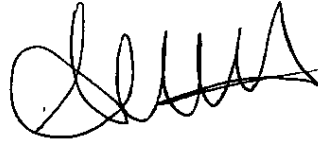
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No. 01277 844833

Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(TUXFORD) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

Address: 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

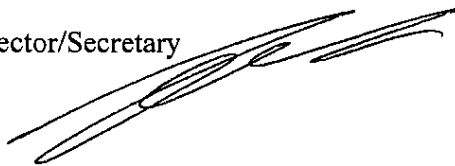
Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(ROCHDALE) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

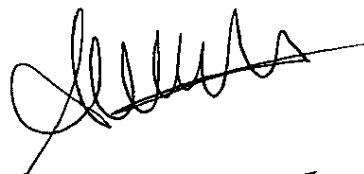
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

Attention: Ram Goyal

EXECUTED and DELIVERED as a DEED)
by ASHGROVE CARE HOMES LIMITED)
acting by.-)

Director



Director/Secretary



Notice Details:

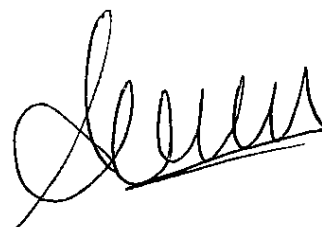
Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

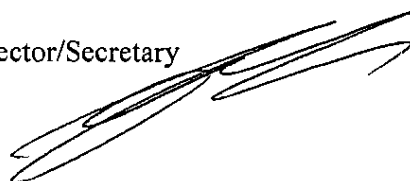
Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
(BUTE TOWN) LIMITED acting by.-)

Director



Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No 01277 844833

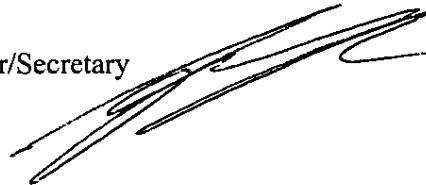
Attention Ram Goyal

EXECUTED and DELIVERED as a DEED)
by HALLMARK HEALTHCARE)
DEVELOPMENTS LIMITED acting by:-)

Director



Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No· 01277 844833

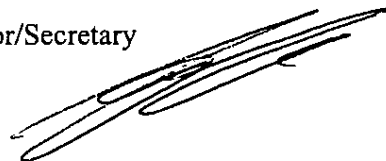
Attention Ram Goyal

by **HALLMARK HEALTHCARE)**
(WARRINGTON) LIMITED acting by -)

Director



Director/Secretary



Notice Details:

Address 2 Kingfisher House, Woodbrook Crescent,
Radford Way, Billericay, Essex, CM12 0EQ

Fax No: 01277 844833

Attention· Ram Goyal

EXECUTED and DELIVERED as a DEED)
by THE GOVERNOR AND COMPANY)
OF THE BANK OF IRELAND)
in the presence of)

Authorised Signatory

Authorised Signatory

Notice Details:

Address 36 Queen Street, London EC4R 1HJ

Fax No 020 7634 5072

Attention Healthcare Team

Schedule 1

The Guarantors

COMPANY NAME	CRN	REGISTERED OFFICE
Hallmark Healthcare (Ammanford) Limited	05003685	2 Kingfisher House, Woodbrook Crescent, Radford Way, Billericay, Essex, CM12 0EQ
Hallmark Healthcare (Caldicot) Limited	02694443	as above
Hallmark Healthcare (Gresford) Limited	05244122	as above
Hallmark Healthcare Group Limited	04933894	as above
Hallmark Healthcare (Holmewood) Limited	05352255	as above
Hallmark Healthcare (Kirkby in Ashfield) Limited	05352261	as above
Hallmark Healthcare (Maesteg) Limited	04935691	as above
Hallmark Healthcare (Sutton in Ashfield) Limited	05352263	as above
Hallmark Healthcare (Swansea) Limited	05352215	as above
Hallmark Healthcare (Swindon) Limited	04952292	as above
Hallmark Healthcare (Tuxford) Limited	05352259	as above
Hallmark Healthcare (Rochdale) Limited	02906479	as above
Ashgrove Care Homes Limited	02621421	as above
Hallmark Healthcare (Bute Town) Limited	05181382	as above
Hallmark Healthcare Developments Limited	06420270	as above
Hallmark Healthcare (Warrington) Limited	02325736	as above