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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

139254/13

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

114

964920

Name of company

* Barnardo Developments Limited (Property Owner)

Date of creation of the charge

14 November 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A charge by way of legal mortgage made between the Property Owner and
Clydesdale Bank PLC (Charge)

Amount secured by the mortgage or charge

All monies and liabilities now or after the date of the Charge due owing or
incurred by the Borrower to the Lender under the Finance Documents (or any
of them) and all monies and liabilities now or after the date of the Charge
due owing or incurred by the Property Owner to the Lender in any manner and
in any currency or currencies, in each case, whether present or future,
actual or contingent, whether incurred solely or jointly with any other
person and whether as principal or surety, together with all interest
accruing on such monies and liabilities and all costs, charges and expenses
incurred by the Lender in respect of those monies or liabilities (Secured
Obligations)

Names and addresses of the mortgagees or persons entitled to the charge

Clydesdale Bank PLC (Lender)
30 St Vincent
Glasgow

Postcode G1 2HL

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
100 Barbirolli Square
Manchester
M2 3AB
Ref GRAYC/4407-11905

10-154723-1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



ADJ4L500

A10

21/11/2008

369

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 **General**

All Security created by the Property Owner under clauses 2.2 to 2.4 inclusive of the Charge, reproduced in this form as paragraphs 2 to 4, is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Property Owner in and to the relevant Secured Asset, and
- (d) granted to the Lender

2 **First legal mortgage**

The Property Owner charged by way of first legal mortgage the Property and all Fixtures

Continued

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Addleshaw Goddard LLP

Date

20.11.2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Name of company

*insert full name
of Company

* Barnardo Developments Limited (Property Owner)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

3 Assignment

- (a) The Property Owner assigned
 - (i) all Rental Income, and all other sums, payable under any Lease,
 - (ii) the Relevant Policies, and
 - (iii) the Disposal Agreements
- (b) The Property Owner shall remain liable to perform all its obligations under each Relevant Policy, each Disposal Agreement and each Lease

4 First fixed charges

The Property Owner charged by way of first fixed charge

- (a) the proceeds of sale of the Property and all licences to enter on or use the Property,
- (b) the benefit of all other agreements, instruments and rights relating to the Property, and
- (c) to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 if the Charge, reproduced in this form as paragraphs 2 and 3, is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

5 The Property Owner shall not create or permit to subsist any Security over any of the Secured Assets

In this form the following terms have the following meanings

Assignment of Membership Rights means the assignment of rights in the Borrower executed or to be executed by each Member in favour of the Lender**Borrower** means Enterprise Retirement Living (Chester) LLP (registered in England with number OC339314)**Care Assignment** means an assignment to the Lender in agreed form by the Property Owner and the Property Manager of their respective rights and interest in the Care Contract**Care Contract** means an agreement in agreed form whereby the Property Owner and/or the Property Manager appoints the Care

Name of company

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Provider

Care Direct Agreement means the direct agreement in agreed form executed or to be executed by the Care Provider, the Property Owner and/or the Property Manager and the Lender affording the Lender the right to step in to the Property Owner's and/or Property Manager's rights under the Care Contract

Care Provider means Bloomsbury KG Limited (Company number 06491588) whose registered office is at Unit 2, The Market Place, Station Road, Thorpe Le Soken, Essex CO16 0HY or such other provider of care services as may be appointed by the Property Owner and/or the Property Manager to provide care to residents of the Property with the prior approval of the Lender

Debenture means the debenture executed or to be executed by the Borrower in favour of the Lender

Deed of Priority means the deed of priority dated on or about the date of this Agreement and made between the Borrower, the Property Owner, Barnardos and the Lender

Disposal Agreement means each agreement present or future pursuant to which the Property Owner agrees to dispose of all or any part of the Property

Duty of Care Deed means a deed in agreed form executed by the Property Owner and any Property Manager affording the Lender step in rights in respect of the Management Agreement

Facility Agreement means the facility agreement between the Borrower and the Lender and dated on or about the date of the Charge under which the Lender agrees to make available to the Borrower a £8,523,000 development finance facility

Finance Document means any of the Facility Agreement, the Deed of Priority, each Subordination Deed, each Security Document, any Utilisation Request, the Duty of Care Deed and any other document designated as a Finance Document by the Lender and the Borrower

Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Charge on the Property

Guarantee means the interest and cost overrun guarantee in agreed form executed or to be executed by the Guarantor in favour of the Lender

Guarantor means Enterprise Property Group Limited (registered in England with number 2917485)

Lease means any lease or licence present and future to which the Property is subject

Management Agreement means the agreement in agreed form whereby the Property Owner appoints the Property Manager to manage the Property

Marketing Services Agreement means the agreement to be entered into between the Property Owner, Colley Hill Marketing Limited and the Borrower relating to the marketing of completed units at the Property

Member means each of the Guarantor and Enterprise Retirement Living Limited (registered in England with number 6525067)

Non-Finance Party means a party to a Finance Document other than the Lender

Obligor means each of the Borrower, the Guarantor, the Property Owner and the Property Manager

PMA Direct Agreement means the direct agreement executed or to be executed by the Borrower, the Property Owner and the Lender affording the Lender the right to step in to the Borrower's rights under the Project Management Agreement and the Marketing Services Agreement

Project Management Agreement means the agreement dated 7 February 2007 and made between the Property Owner (1) Enterprise Heritage Limited (2) and Ashtenne Residential Limited (now called Enterprise Property Group Limited) (3) as novated on or about the date of the Facility Agreement by a variation and novation agreement between the Property Owner (1) Enterprise Heritage Limited (2) the Borrower (3) and the Guarantor(4) and relating to the development of the Property

Property Manager means Boughton Hall Management Limited (registered in England with number 6728089) or any other entity appointed to collect rent and/or service charges and otherwise to manage the Property

Property means all that freehold property known as Boughton Hall, Filkins Lane, Chester, Cheshire CH3 5EJ registered at the Land Registry with title absolute with title number CH575496

Relevant Policies means all policies of insurance present and future relating to the Secured Assets in which the Property Owner has an interest (other than policies in respect of third party liability) together with all monies payable to the Property Owner in respect of those policies

Rental Income means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of the Property Owner in

Name of company

*insert full name
of Company

* Barnardo Developments Limited (Property Owner)

respect of or arising out of the letting, use or occupation of the Property including (without limitation)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of the Property Owner
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on the Property including any fixture and fitting on the Property for display, advertisement, on licence or otherwise
- (f) any sum or the value of any consideration given for the grant, or variation of any letting or occupancy
- (g) any amount payable to the Property Owner by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for the Property
- (h) any amount payable to the Property Owner for a breach of covenant under any Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to the Property Owner as a result of any proceedings taken or claims made
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition
- (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Lease
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above and
- (m) any VAT on any sum mentioned in this definition

Secured Assets means the assets and undertaking of the Property Owner which are the subject of any Security created by, under or supplemental to, the Charge in favour of the Lender

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Documents means

- (a) the Guarantee
- (b) the Debenture
- (c) the PMA Direct Agreement
- (d) the Charge
- (e) the Care Assignment
- (f) the Care Direct Agreement
- (g) the Assignment of Membership Rights and
- (h) any other document entered into by any Non-Finance Party creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Subordinated Creditor means each of the Guarantor, the Property Owner and each Member

Subordination Deed means each subordination deed dated on or about the date of the Facility Agreement and made between the Borrower, a Subordinated Creditor and the Lender

Utilisation Request means a notice substantially in the form set out in schedule 2 of the Facility Agreement

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 964920
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE BY WAY OF LEGAL
MORTGAGE DATED 14 NOVEMBER 2008 AND CREATED BY
BARNARDO DEVELOPMENTS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ENTERPRISE
RETIREMENT LIVING (CHESTER) LLP TO CLYDESDALE BANK
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21
NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 NOVEMBER
2008

Pangole



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES