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**MG01**

## Particulars of a mortgage or charge

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

**What this form is NOT**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



\*A25DDNTN\*

A30

29/09/2010

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COMPANIES HOUSE

**1****Company details**

Company number 0 3 7 9 0 9 5 3

Company name in full Country Retirement and Nursing Homes Limited

For official use

13

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2****Date of creation of charge**

Date of creation 01 04 2009 20 10 20

**3****Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Legal Charge

**4****Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured The Company covenants with the Bank (as security  
trustee for the Group Members) that the Company  
will pay or discharge all Secured Liabilities  
immediately on demand

Definitions

"Secured Liabilities" means all monies, obligations  
and liabilities whatsoever whether for principal,  
interest or otherwise which may now or any time in  
the future be due, owing or incurred by the Company  
to the Group (or any Group Member) whether present  
or future, actual or contingent and whether alone,  
severally or jointly as principal, guarantor,  
surety or otherwise and all the Company's other  
liabilities whatever to the Group (or any Group  
Member) including (without limitation)

**Continuation page**

Please use a continuation page if  
you need to enter more details

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

|          |  |   |   |  |   |   |   |
|----------|--|---|---|--|---|---|---|
|          | Please give the name and address of the mortgagee(s) or person(s) entitled to the charge |   |   |  |   |   |   |
| Name     | Santander UK plc   |   |   |  |   |   |   |
| Address  | 2 Triton Square, Regent's Place, London  |   |   |  |   |   |   |
| Postcode | N  | W | 1 |  | 3 | A | N |
| Name     |  |   |   |  |   |   |   |
| Address  |  |   |   |  |   |   |   |
| Postcode |  |   |   |  |   |   |   |

**Continuation page**  
Please use a continuation page if you need to enter more details

**6 Short particulars of all the property mortgaged or charged**

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  | Please give the short particulars of the property mortgaged or charged |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

**Continuation page**  
Please use a continuation page if you need to enter more details

**Short particulars**

The Company with full title guarantee, as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)

**1 Fixed Charge**

1 1 By way of fixed charge by way of a legal mortgage, all rights, title, estate and other interests of the Mortgagor in the Charged Property

1 2 By way of fixed charge

(a) all benefits, claims and returns of premiums in respect of any Insurance, and

(b) in so far as the legal mortgage set out in clause 1 1 above or the assignments as set out in clause 2 below are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Company referred to in those clauses

**2 Assignment**

The Company with full title guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its rights, title, estate and other interests in and to -

2 1 The Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons,

2 2 The benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons,

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## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement and the right to such interest shall not merge in any judgement)</p> <p>"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being)</p> <p>"Group Member" means each member of the Group.</p> <p>"Bank" means Santander UK plc as security trustee for each Group Member</p> <p>"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Mortgagor or the Charge and the preparation, negotiation and creation of the Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, the Charge, in each case on a full indemnity basis</p> |  |

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 3 the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease and,

3 4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property

"Agreement for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).

"Charged Property" means all that freehold property known as Laurels Lodge Care Home, 116 Yarmouth Road, Lowestoft, NR32 4AQ, Title Number SK225872 including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof

"Insurance" means all contracts and policies of insurance of whatever name in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance  
or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Penningtons Solicitors LLP X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name KRJ/MKW/3000296

Company name Penningtons Solicitors LLP

Address

Post town

County/Region

Postcode

E C 2 V 8 A R

Country

DX 42605 Cheapside

Telephone +44 (0)207 4573000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3790953  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 14  
SEPTEMBER 2010 AND CREATED BY COUNTRY RETIREMENT  
& NURSING HOMES LTD FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THE GROUP (OR  
ANY GROUP MEMBER) ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 29 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES