

MG01

Particulars of a mortgage or charge

788636/182



SATURDAY

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



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08/10/2011

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COMPANIES HOUSE

refer to our guidance at
www.companieshouse.gov.uk

✓ **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

X **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

1

Company details

Company number 4 0 4 3 1 2 4

Company name in full Methodist Homes (the "Chargor")

56 For official use

→ **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 d 3 d 0 m 0 m 9 y 2 y 0 y 1 y 1

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 Debenture dated 30 September 2011 made between Methodist Homes (1) and PSX Propco
Limited (the "Landlord") (2) (the "Debenture")

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Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or
contingent, whether owed jointly, severally or in any other capacity
whatsoever and whether originally incurred by the Chargor or some
other person) of the Chargor (as tenant) to the Landlord under the
lease dated 1 March 2005 between (1) Southern Cross SLBCo
Limited (2) Trinity Care Limited and (3) Southern Cross BIDCO
Limited (the "Lease")

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

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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

Continuation page

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

Name PSX Propco Limited

Address Cavendish House, 18 Cavendish Square

London

Postcode W 1 G 0 P J

Name

Address

Postcode

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 Chargor charged by way of first legal mortgage the leasehold land demised by the Lease known as Woodlands Christian Nursing Home, Middlewood Road, Poynton, Manchester registered at the Land Registry with title number CH535998 (the "Property")

The Chargor charged by way of first floating charge to the extent that the same relate exclusively to the business of providing residential care or nursing care operated from the Property pursuant to the Health and Social Care Act 2008 (the "Home") all the Chargor's present and future assets not effectively charged by way of first legal mortgage including but not limited to

- (a) all monies and working capital from time to time standing to the credit of the Home,
- (b) all plant, machinery, vehicles, tools, computers, office and other equipment, furniture and other chattels and any renewals or replacements of them at the Property from time to time and the benefit of all contracts, licences, warranties and maintenance contracts relating to them,
- (c) all of the Chargor's patents, registered and unregistered designs, copyright, database, rights, trademarks, service marks, logos, trading names, internet domain names, copyright (including rights in computer software) and other rights of the same or similar effect as any of the foregoing anywhere in the world, in each case whether registered or not, including pending applications for registration of such rights in the Home,

PLEASE SEE CONTINUATION SHEET

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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 | <p>(d) in respect of the Home, all of the goodwill of the Home and the exclusive right of the Landlord to represent itself as operating the Home in succession to the Chargor and uncalled capital for the Home,</p> <p>(e) such books, records and/or information (including those held in electronic form) of the Chargor which exclusively relate to the provision of care to residents, payroll, invoicing and such other matters at the Home as are required to enable the Chargor to conduct its business,</p> <p>(f) any stock that is exclusively located at the relevant Property for use exclusively in connection with the Home,</p> <p>(g) all book and other debts due to the Chargor in respect of the Home and their proceeds, both collected and uncollected (together the "Debts") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>(h) all rights to recover any VAT on any supplies made to it relating to the property charged by the Debenture and any sums so recovered,</p> <p>(i) the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filing, notarisation or registration held or utilised by the Chargor in connection with the Home or the use of any of the Chargor's assets at the Home and the right to recover and receive compensation payable in respect of any of them,</p> <p>(j) in respect of the Home the benefit of any contract, agreement, undertaking, arrangement, order, or commitment (whether conditional or unconditional and whether by deed, under hand, oral or otherwise) (whether with a resident of the Home or a third party in respect of a resident) to which the Chargor is a party in respect of the provision of care to a resident at the Home (a "Resident Contract") and other agreements, instruments and rights relating to the Home,</p> <p>(k) the right to receive all the fees received and/or receivable pursuant to a Resident Contract, and</p> <p>(l) all the Chargor's present and future assets in respect of the Home not effectively charged by the first legal mortgage or floating charge referred to above</p> <p>All Security created by the Chargor pursuant to the Debenture is granted in respect of all the right, title and interest (if any) present and future, of the Chargor in and to the relevant assets</p> <p>A reference in this MG01 to a charge or mortgage of the Property includes</p> <p>(i) all buildings and all fixtures and fittings (including trade fixtures and fittings and fixed plant and machinery) now or at any time on the Property,</p> <p>(ii) the proceeds of sale of any part of that Property, and</p> <p>(iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of the Property or any moneys paid or payable in respect of those covenants</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

A reference in this MG01 to a charge or assignment of any agreement includes

- (i) all claims for damages in respect of any breach of that agreement,
- (ii) the right to receive and demand payment of all moneys payable under or in connection with that agreement,
- (iii) the proceeds of any payment of any awards and judgments which may at any time be received by the Chargor pursuant to that agreement,
- (iv) all rights to enforce, terminate, cancel, vary, waive or otherwise deal with any of the contractual rights of the Chargor in connection with that agreement, and
- (v) all rights to make such elections, statements and presentations and to give all notices and confirmations which may be made or given by the Chargor in respect of that agreement

The Chargor shall not create or permit to subsist any interest created by or intended to be created by a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("Security") over any of the assets mortgaged, charged or assigned to the Landlord by or under the Debenture other than any Security created by the Debenture

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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

N/A

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X

I/min M. Hill

X

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

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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 Paul Mellor

Company name Irwin Mitchell LLP Solicitors

Address

Post town

County/Region

Postcode E C 1 N 2 P Z

Country

DX 87 LONDON - CHANCERY LANE

Telephone 0207 400 8724



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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4043124
CHARGE NO. 56**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
SEPTEMBER 2011 AND CREATED BY METHODIST HOMES FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY (AS TENANT) TO PSX PROPCO LIMITED 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 8 OCTOBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES