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bold block lettering

*insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

5111

05225007

213248 | 13

Name of company

* St George's Park Limited (the "Company")

Date of creation of the charge

24 November 2008

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

Third Party Legal Mortgage between the Company (1) and The Governor and Company of the Bank of Ireland (2) (the "Bank") (the "Third Party Legal Mortgage")

Amount secured by the mortgage or charge

(i) All monies obligations and liabilities (actual or contingent) owing or incurred by the Principal Debtor and/or the Company to the Bank under or pursuant to the Facility Agreement, the Third Party Legal Mortgage and other Facility Documents whether as principal or surety on any account whatsoever including any such monies obligations and liabilities acquired by or assigned or transferred to (in each case whether legally or beneficially) the Bank and its successors in title and assigns and any person or entity deriving any estate right or interest under or through it or them (the "Indebtedness")

ON ANY ACC + 10

(ii) The Expenses

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

The Governor and Company of the Bank of Ireland (the "Bank")
Bow Bells House, 1 Bread Street, London

Postcode EC4M 9BE

Presentor's name address and
reference (if any):

Field Fisher Waterhouse LLP
35 Vine Street London EC3N 2AA

CDE 823 London/City

RFG/42467.10

Time critical reference

For official Use (06/2005)

Mortgage Section

WEDNESDAY



A03

A72GT5C9

03/12/2008

169

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and with the intent that the security granted shall rank as a continuing security for payment of the Indebtedness the Expenses and the performance of all other liabilities and obligations described in clause 2 of the Third Party Legal Mortgage (covenant to pay) charged to the Bank by way of first legal mortgage the Charged Property

Restrictions on Dealing

The Company covenants not without the prior written consent of the Bank to create attempt to create agree to create or permit to subsist any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest

The Company also covenants that (save as permitted by the Facility Agreement) it will not without the prior written consent of the Bank either in a single transaction or a series of transactions whether related or not and whether voluntary or involuntary sell transfer lease or otherwise dispose of all or any part of the Charged Property or any interest in the Charged Property or grant any option to do the same or attempt or agree so to do except pursuant to a Permitted Security Interest

(see continuation sheet 1, page 4)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Neil Fisher Waterhouse LLP

Date

1/12/2008

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~) †

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

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

† delete as appropriate

Notes

- 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 situate 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

Definitions

"Charged Property" means the Mortgaged Property and all licences held by the Company to enter upon or use land and/or enabling any building upon the Mortgaged Property to overhang or project into any space which is not in the ownership of the Company.

*Please complete
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"Expenses" means

(a) all expenses (including legal and out of pocket expenses (on a full indemnity basis)) properly incurred by the Bank in connection with the granting of any waiver approval consent confirmation or release under or in respect of the Third Party Legal Mortgage

(b) an amount equal to any stamp duties search fees registration fees and duties in connection with the Third Party Legal Mortgage, and

(c) all expenses (including legal and out of pocket expenses on a full indemnity basis) incurred by the Bank

(i) in contemplation of or otherwise in connection with the enforcement of any rights or exercise of any powers under the Third Party Legal Mortgage or in investigating any possible default

(ii) all expenses relating to the appointment of the Receiver delegate or subdelegate under the Third Party Legal Mortgage or the pursuit of any rights contained in the Third Party Legal Mortgage or in connection with the Charged Property or any document referred to in the Third Party Legal Mortgage

"Facility Agreement" means the credit facility agreement dated 29th March 2005 entered into by (1) St George's - Augustinian Care as borrower and (2) the Bank

"Facility Documents" means the Facility Agreement, the Security Documents and any other document executed pursuant thereto

"Headlease" means the headlease of land at St George's Retreat, Ditchling, East Sussex and forming part of the freehold site owned by the Order of St Augustine of the Mercy of Jesus registered under freehold title number ESX246704 entered into or to be entered into between The Order of St Augustine of the Mercy of Jesus (1) and the Principal Debtor (2)

"Mortgaged Property" means all that leasehold property known as Plots 121-132 (Mulberry Walk) being Cluster 11, Phase 2, St George's Park, Ditchling Common, Ditchling, Burgess Hill, East Sussex more particularly comprised within a sublease dated on or about the date of the Third Party Legal Mortgage made between St George's - Augustinian Care (1) and the Company (2)

"Permitted Property" means any Security Interest permitted by the Facility Agreement

"Principal Debtor" means St George's - Augustinian Care (a company limited by guarantee and registered in England and Wales under number 4718235) the registered office of which is at St George's Retreat, PO Box No 1, Burgess Hill, West Sussex RH15 0SQ

"Receiver" means a receiver or receiver and manager appointed pursuant to the provisions of the Third Party Legal Mortgage or the Law of Property Act 1925 whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time

"Security Documents" means (i) the Debenture between the Principal Debtor (1) and the Bank (2); (ii) the Guarantee from the Order of St Augustine of the Mercy of Jesus in respect of the indebtedness of the Principal Debtor to the Bank up to a maximum of principal sum of £1,200,000 together with interest and costs thereon; (iii) the Legal Mortgage over the Headlease entered into by the Principal Debtor (1) and the Bank (2); (iv) the Third Party Debenture from the Company in respect of any Indebtedness of the Company and/or the Principal Debtor to the Bank over all the assets and undertaking of the Company from time to time and (iv) the Third Party Legal Mortgage.

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

*Please complete
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and any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligations of the Principal Debtor under the Facility Agreement or otherwise.

"Security Interest" means any mortgage standard security pledge, lien charge assignment hypothecation, hypothec, security interest, contractual arrangement or assignment or any other agreement or arrangement having the effect of conferring security, conditional sale or other title retention agreement combination of accounts or other security interest whatsoever howsoever created or arising.

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5225007
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL MORTGAGE
DATED 24 NOVEMBER 2008 AND CREATED BY ST GEORGE'S
PARK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND/OR ST GEORGE'S -
AUGUSTINIAN CARE TO THE GOVERNOR & COMPANY OF THE
BANK OF IRELAND 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 3 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2008

Handwritten signature



*Companies House
— for the record —*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES