

# MG02

## Statement of satisfaction in full or in part of mortgage or charge

Oyez

☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☐ **What this form is NOT for**  
You cannot use this form to re-  
gister a statement of satisfaction in  
or in part of a fixed charge for  
company registered in Scotland  
do this, please use form MG01

TUESDAY



\*L3W7BYHH\*

LD5

18/10/2011

35

COMPANIES HOUSE

### 1 Company details

Company number 0 6 1 3 5 7 4 8

Company name in full  
Sunrise Operations Bramhall II Limited  
(the "Chargor")

For official use

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created 2 9 0 5 2 0 0 7

Description 1  
Debenture (the "Debenture")

Date of registration 2 0 5 0 6 2 0 0 7

1 You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'

2 The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name  
Fortis Bank S A /N V (the "Security Trustee")

Address  
Camomile Court, 23 Camomile Street  
London

Postcode  
E C 3 A 7 P P

Name

Address

Postcode

Name

Address

Postcode

#### Continuation page

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

## MG02

Statement of satisfaction in full or in part of mortgage or charge

4

### 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

Under Clause 3 of the Debenture the Chargor with full title guarantee and as a continuing security for the payment and discharge when due of the Secured Liabilities, mortgages and charges in favour of the Security Trustee for itself and for and on behalf of the Arranger, the Agent and the Lenders .

1 By way of first equitable mortgage its estate or interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture.

2. By way of first fixed charge

2.1 all its right, title and interest in, to and under the Principal Lease,

2.2 all present and future uncalled capital and goodwill of the Chargor,

2.3 all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor;

2.4 any Investment of the Chargor,

2.5 all Intellectual Property Rights;

2.6 all existing and future cash at bank;

CONTINUED ON TEN CONTINUATION PAGES

5

### Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied

- ☒ In full  
☐ In part

1 Please tick one box only

6

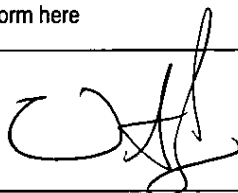
### Signature

Please sign the form here

Signature

Signature

X



X

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

# MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name

Edmund Perry

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



## 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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



## Important information

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



## 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)

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

### Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

**BIS**

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 7 all of its right, title and interest in and to and any money at the date of the Debenture or at any time after the date of the Debenture standing to the credit of any bank accounts held by the Chargor and the debts represented thereby and the benefit of all covenants relating thereto,</p> <p>2.8 its interest in the Debts; and</p> <p>2 9 to the extent that they are not subject to an effective assignment under paragraph 3.5, all its rights under</p> <p>2 9 1 Approved Residential Agreements (including the right to receive Rent thereunder),</p> <p>2 9.2 the Operational Management Agreement,</p> <p>2 9.3 the Principal Lease, and</p> <p>2 9 4 the Intercompany Domiciliary Care Agreement,</p> <p>2 10 (to the extent that they are not the subject of an effective mortgage under paragraph 1 above) all estates or interests in any freehold or leasehold property belonging to it after the date of the Debenture, and</p> <p>2 11 all deeds, documents, contracts and agreements from time to time entered into by the Chargor relating to the Charged Property, the benefit of any covenants for title given or entered into by any predecessor in title to the Chargor to the Charged Property, all proceeds of a capital nature in relation to the disposal of the Charged Property, the benefit of any other disposal of the Charged Property, any rights against lessees or other occupiers and/or their sureties and all future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Charged Property</p> <p>3. By way of assignment by way of first-ranking security</p> <p>3 1 all and any rights (whether in contract, tort or otherwise) which the Chargor has at the date of the Debenture or may after the date of the Debenture have against any third party (including without prejudice to the generality of the foregoing any professional advisers) arising from any building, construction, alteration, refurbishment or other works to the Charged Property or any part thereof or any defect therein,</p> <p>3 2 the benefit of all guarantees, sureties and other covenants and liabilities on the part of third parties in favour of the Chargor and the Chargor's predecessors in title so far as it has title to assign the same (and each of them) under any lease or tenancy of the Charged Property and any part or parts thereof granted as well before as after the date of the Debenture and all rights arising thereunder,</p>

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 3 all and any rights and interests in and benefit and claims under all policies of insurance (save insofar as the same relate to any third party liability insurance the proceeds of which the Chargor is obliged by the terms of such insurance to pay to a third party) and assurance (including return of premiums) relating to the Charged Property and otherwise at the date of the Debenture or thereafter held by or enuring to the benefit of the Chargor,</p> <p>3.4 the benefit of all other contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature at the date of the Debenture and at any time enjoyed or held by the Chargor; and</p> <p>3 5 all its rights under</p> <p>3 5 1 Approved Residential Agreements (including the right to receive Rent thereunder),</p> <p>3 5 2 the Operational Management Agreement,</p> <p>3 5 3 the Principal Lease, and</p> <p>3.5.4 the Intercompany Domiciliary Care Agreement,</p> <p>4. By way of first floating charge, all its undertaking and all its other properties, assets and rights whatsoever (and wheresoever situate) at the date of the Debenture and at any time belonging to the Chargor, together with all properties, assets and rights of the Chargor including those specifically charged to the Security Trustee by the preceding paragraphs if and to the extent that specific charges shall fail as specific charges or which otherwise are not effectively charged by way of legal mortgage or fixed charge or assignment pursuant to the preceding paragraphs. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3 4 of the Debenture</p> <p>Clause 3 4 of the Debenture provides that the Security Trustee may, by notice to the Chargor convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Chargor's assets specified in such notice if</p> <p>1 subject to the provisions of paragraph 43 of Schedule A1 to the Insolvency Act 1986, an Event of Default occurs and is continuing and notice has been given under Clause 20.21 of the Facility Agreement, or</p> <p>2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p>

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode



# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4

## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### NEGATIVE PLEDGE

Under Clause 5 6 of the Debenture, the Chargor covenants with the Security Trustee (for itself and for and on behalf of the Arranger, the Agent and the Lenders) that for the duration of the Security Period it shall not, inter alia:-

1 voluntarily or involuntarily create, assume or permit to exist any Security Interest upon any of its assets (whether owned at the date of the Debenture or thereafter acquired) other than Permitted Security Interests,

2 without the prior written consent of the Security Trustee, voluntarily or involuntarily, sell, assign, convey, transfer, lease, licence or otherwise dispose of all or any part of any interest in its assets (whether by one transaction or a series of transactions and whether related or not) or share or part with possession or occupation of any of its assets to any third party or grant to any third party any right, licence or interest whatsoever in or over any of its assets or otherwise other than:-

2 1 disposals of assets in exchange for other assets of equal or greater value and of comparable type,

2 2 disposals of surplus, obsolete or redundant assets not required for the efficient operation of the Chargor's business, on arm's length terms and at fair market value, and pursuant to Approved Residential Agreements or licences granted in the ordinary course of business on arm's length terms and at fair market value in respect of any concession necessary for the operation of the Chargor's business,

2.4 sales or other disposals of assets from the Chargor to another Obligor (the "transferee") PROVIDED THAT (i) the transferee is party to a Debenture; (ii) any Authorisations necessary for such sale or other disposal have been obtained, and (iii) following such sale or other disposal the transferee holds the transferred assets upon the same terms and conditions on which such assets were held by the Chargor, and

2 5 sales or other disposals (not falling within paragraphs 2.1 to 2 4 above) by the Chargor for market value on an arm's length basis PROVIDED THAT the aggregate proceeds of any such sales or other disposals effected in any financial year of the Chargor do not exceed £100,000,

3 except with the prior written consent of the Security Trustee, exercise any of the powers of leasing or of agreeing to lease (other than pursuant to Approved Residential Agreements) or of accepting surrenders conferred on mortgagors by the Act or release or agree to release or vary or agree to vary (save for any variations that would not reasonably be expected adversely to affect the interests of the Security Trustee, the Agent and the Lenders) any terms of, nor grant any licences (save as permitted pursuant to paragraph 2.3 above) or consents (including for the avoidance of doubt licences or consents for the assignment or subletting of the whole or any part of the Charged Property) under, any Leases for the time being affecting the Charged Property, nor without such consent as aforesaid exercise any power to determine or forfeit the same or extend the same

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>DEFINITIONS</p> <p>The following terms used in this form shall have the meanings set out below:</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Agent" means Fortis Bank S A./N V , a company organised and existing under the laws of Belgium in its capacity as agent of the Lenders under the Finance Documents and acting through its United Kingdom branch at Camomile Court, 23 Camomile Street, London EC3A 7PP,</p> <p>"Agreed Form" means, in respect of a document, such document initialled for identification purposes on behalf of the Agent, and the Borrower on or prior to the date of the Facility Agreement;</p> <p>"Approved Residential Agreements" means residential agreements entered into by the Chargor on an arm's length basis and in the ordinary course of its business,</p> <p>"Arranger" means Fortis Bank S A /N.V , a company organised and existing under the laws of Belgium, in its capacity as arranger for the Lenders and acting through its United Kingdom branch at Camomile Court, 23 Camomile Street, London EC3A 7PP,</p> <p>"Authorisations" shall bear the meaning ascribed thereto in the Facility Agreement;</p> <p>"Borrower" means Sunrise of Eastbourne Limited, a company organised and existing under the laws of Jersey (company registration number 92224) and having its registered office at 47 Esplanade, St Helier, Jersey JE1 OBD,</p> <p>"Charged Property" means all property, assets, undertaking and rights which are the subject of the security constituted by the Debenture for the time being and from time to time and references to the Charged Property include references to any part of it,</p> <p>"Contractor" means Wates Construction Limited, a company organised and existing under the laws of England and Wales (company registration number 01977948) of Wates House, Station Approach, Leatherhead, Surrey KT22 7SW,</p> <p>"Cross Guarantees" means the six guarantees dated 29 December 2006 and executed by the Borrower in favour of the Security Trustee as trustee for the Lenders,</p> <p>"Debentures" means each of</p> <ol style="list-style-type: none"> <li>1. the Debenture;</li> <li>2. the debenture dated 29 May 2007 and executed by the Borrower in favour of the Security Trustee as trustee for the Lenders (the "Borrower's Debenture"), and</li> <li>3. the debenture dated 29 May 2007 and executed by the Home Help Company in favour of the Security Trustee as trustee for the Lenders;</li> </ol>

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

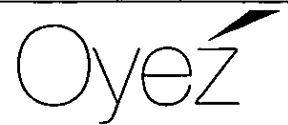
Name

Address

Postcode

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Debts" means all existing and future book and other debts and rights to money and income liquidated and unliquidated owing to the Chargor (including Rent) including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank,</p> <p>"Development" means the development of the Property in accordance with the Development Agreement,</p> <p>"Development Agreement" means the turnkey development agreement executed between the Borrower and the Project Manager,</p> <p>"Development Team" means the Contractor, the Project Manager and the other professional consultants and principal sub-contractors engaged by the Project Manager and/or the Contractor in connection with the management, administration, design and/or carrying out of any part or parts of the works comprising the Development,</p> <p>"Event of Default" bears the meaning ascribed thereto in the Facility Agreement,</p> <p>"Facility Agreement" means a facility agreement dated 28 December 2006 between the Borrower, Fortis Bank S A /N.V as Arranger, Agent and Security Trustee and the Lenders referred to therein,</p> <p>"Fee Letter" means the letter dated 13 January 2004 addressed from the Agent to SSL setting out details of certain fees to be paid by SSL,</p> <p>"Finance Documents" means the Facility Agreement, the Master Agreement, the Security Documents, any Hedging Agreement, the Fee Letter, the Cross Guarantees and any other document designated as such by the Agent and the Borrower,</p> <p>"Finance Party" means the Arranger, the Agent, the Security Trustee, the Hedging Bank or a Lender;</p> <p>"Guarantees" means each of</p> <ol style="list-style-type: none"> <li>1. the cost overrun and completion guarantee dated 29 May 2007 and executed by SSL and SD (on a joint and several basis) in favour of the Security Trustee as trustee for the Lenders,</li> <li>2. the funding obligation dated 29 May 2007 and executed by SSL and SSLM (on a joint and several basis) in favour of the Security Trustee as trustee for the Lenders;</li> <li>3. the guarantee dated 29 May 2007 and executed by the Chargor in favour of the Security Trustee as trustee for the Lenders,</li> <li>4. the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Edgbaston Limited in favour of the Security Trustee as trustee for the Lenders,</li> </ol>	

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

### Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>5. the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Westbourne Limited in favour of the Security Trustee as trustee for the Lenders,</p> <p>6 the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Fleet Limited in favour of the Security Trustee a trustee for the Lenders;</p> <p>7 the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Guildford Limited in favour of the Security Trustee as trustee for the Lenders,</p> <p>8. the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Mobberley Limited in favour of the Security Trustee as trustee for the Lenders,</p> <p>9 the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Tettenhall Limited in favour of the Security Trustee as trustee for the Lenders, and</p> <p>10 the guarantee of the Borrower's obligations under the Finance Documents dated 29 May 2007 and executed by Sunrise of Eastbourne Limited in favour of the Security Trustee as trustee for the Lenders, and "Guarantee" means any of them,</p> <p>"Hedging Agreement" means any interest rate swap or similar arrangement entered into by the Borrower with the Hedging Bank in relation to any exposure under the Facility Agreement,</p> <p>"Hedging Bank" means Fortis Bank S.A /NV. acting through its United Kingdom branch at Camomile Court, 23 Camomile Street, London EC3A 7PP or any of the other Lenders,</p> <p>"Home Help Company" means Sunrise Home Help Bramhall II Limited, a company organised and existing under the laws of England and Wales (company registration number 6135751) and having its registered office at Crofton House, 16 Warwick Road, Beaconsfield, Buckinghamshire HP9 2PE,</p> <p>"Intellectual Property Rights" means in relation to the Chargor, all patents, trade marks, service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future owned or (to the extent of its interest) enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them and "Intellectual Property Right" shall be construed accordingly,</p>

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	



# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Intercompany Domiciliary Care Agreement" means the intercompany domiciliary care agreement executed or to be executed between the Chargor and the Home Help Company,</p> <p>"Investment" means any existing and future</p> <ol style="list-style-type: none"> <li>1 stock, share, bond or any form of loan capital of or in any legal entity,</li> <li>2 unit in any unit trust or similar scheme;</li> <li>3 warrant or other right to acquire any such investment, and to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investments,</li> </ol> <p>"Leases" means all the occupational leases, underleases, licences, tenancy agreements or other agreements for the letting of the Property or any part thereof from time to time subsisting (including, without limitation to the generality of the foregoing, the Principal Lease and the Existing Occupational Tenancy),</p> <p>"Lender" means</p> <ol style="list-style-type: none"> <li>1 any Original Lender, and</li> <li>2 any bank or financial institution which has become a Party in accordance with Clause 21 (Changes to the Lenders) of the Facility Agreement,</li> </ol> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement,</p> <p>"Long Lease" means a lease of part of the Property for a term of 990 years dated 13 June 1972 and made between Hulton Estate Limited and Pownall Hotel Limited and registered under title number GM228426, ..</p> <p>"Majority Lenders" bears the meaning ascribed thereto in the Facility Agreement,</p> <p>"Master Agreement" means the master agreement dated 9 February 2004 and made between SSL, the financial institutions referred to therein and Fortis Bank S A /N.V (acting as arranger, agent and security trustee) as amended and restated by an amendment and restatement agreement dated 22 June 2006,</p> <p>"Obligor" means the Borrower or any other party to a Finance Document (other than a Finance Party),</p> <p>"Operational Management Agreement" means the operational management agreement executed or to be executed between the Chargor and the Project Manager,</p> <p>"Original Lenders" means</p> <ol style="list-style-type: none"> <li>1 Fortis Bank S.A./N.V , acting through its United Kingdom branch at Camomile Court, 23 Camomile Street, London EC3A 7PP,</li> <li>2 the Governor and Company of the Bank of Scotland acting through its branch at 3-5 Albyn Place, Aberdeen AB10 1PY, and</li> </ol>	

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

### Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 the Governor and Company of the Bank of Ireland acting through its branch at 36 Queen Street, London EC4R 1HJ,</p> <p>"Parent" means PS UK S a r l, a company incorporated under the laws of Luxembourg (company registration number B93236) and having its registered office at 9a boulevard du Prince Henri, L-1724 Luxembourg,</p> <p>"Party" means a party to the Facility Agreement,</p> <p>"Permitted Security Interests" bears the meaning ascribed thereto in the Facility Agreement,</p> <p>"Principal Lease" means the lease of the Property executed or to be executed between the Borrower and the Chargor,</p> <p>"Project Manager" means Sunrise Senior Living Limited, a company incorporated under the laws of England and Wales (company registration number 03427251) and having its registered office at Crofton House, 16 Warwick Road, Beaconsfield, Buckinghamshire HP9 2PE,</p> <p>"Project Manager Security Deed" means the security deed dated 29 December 2006 and executed by the Project Manager in favour of the Security Trustee as trustee for the Lenders,</p> <p>"Property" means</p> <p>1 all that freehold property known as Pownall Arms Hotel, Bramhall Lane South, Bramhall, Stockport, Cheshire and registered at the Land Registry with absolute title under title number GM228425,</p> <p>2 all that freehold property known as land on the north side of Dairyground Road, Bramhall, Stockport, Cheshire and registered at the Land Registry with absolute title under title number GM973838,</p> <p>3 all that freehold property known as land on the north side of Dairyground Road, Bramhall, Stockport, Cheshire and registered at the Land Registry with possessory title under title number GM973832; and</p> <p>4 all that leasehold property known as land on the north side of Dairyground Road, Bramhall, Stockport, Cheshire and registered at the Land Registry with absolute title under title number GM228426, or under such single title number as may be allocated by the Land Registry following the Chargor's application to amalgamate the above title numbers,</p> <p>"Rent" means all monies received or receivable at any time by the Chargor under Approved Residential Agreements,</p> <p>"SD" means Sunrise Development, Inc, a company incorporated under the laws of the Commonwealth of Virginia and having its principal office at 7902 Westpark Drive, McLean, Virginia 22102 U S A ;</p>

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Secured Liabilities" means all monies, liabilities, debts and obligations whatsoever of the Borrower and the Chargor which at the date of the Debenture are or at any time thereafter may (whether before or after demand) become due, owing or payable, in any currency, to the Arranger, the Agent, the Security Trustee and the Lenders, actually or contingently and whether owed jointly or severally or as principal or surety or in any other capacity whatsoever, under or in respect of the Facility Agreement and the other Finance Documents to which they are or are to be a party,</p> <p>"Security Documents" means the Debentures, the Shares Mortgages, the Guarantees, the Subordination Deed, the Project Manager Security Deed, the Warranties and any other agreement or document that may be executed at any time by the Borrower or any other Obligor or any other person as security for all or any amounts payable under or in connection with any of the Facility Agreement and the documents referred to in this definition,</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Period" means the period commencing on the date of the Debenture and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,</p> <p>"Security Trustee" means Fortis Bank S A./N.V , a company organised and existing under the laws of Belgium and acting in its capacity as security trustee for the Agent and the Lenders through its United Kingdom branch at Camomile Court, 23 Camomile Street, London EC3A 7PP;</p> <p>"Shares Mortgages" means each of</p> <ol style="list-style-type: none"> <li>1 the Jersey law security interest agreement in respect of the entire issued share capital of the Borrower dated 29 May 2007 and executed by the Parent in favour of the Security Trustee as trustee for the Lenders, and</li> <li>2 the shares mortgage over the entire issued share capital of the Chargor dated 29 May 2007 and executed by the Parent in favour of the Security Trustee as trustee for the Lenders, and</li> <li>3. the shares mortgage over the entire issued share capital of the Home Help Company dated 29 May 2007 and executed by the Project Manager in favour of the Security Trustee as trustee for the Lenders,</li> </ol> <p>"SSL" means Sunrise Senior Living, Inc, a company incorporated under the laws of the State of Delaware and having its principal office at 7902 Westpark Drive, McLean, Virginia 22102 U.S.A ,</p> <p>"SSLM" means Sunrise Senior Living Management, Inc, a company incorporated under the laws of the Commonwealth of Virginia and having its principal office at 7902 Westpark Drive, McLean, Virginia 22102 U.S.A ,</p>

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



**3**

### Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge



4

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

Please give the short particulars of the property mortgaged or charged

Short particulars

"Subordination Deed" means the subordination deed dated 29 December 2006 between Fortis Bank S.A /N V (as agent and security trustee), the Parent and the Borrower, and

"Warranties" means the collateral warranties in the Agreed Form to be granted by the Development Team in favour of the Security Trustee (as trustee for the Lenders), together with certified copies of the underlying deeds of appointment or sub-contracts relating to such collateral warranties provided by the Development Team