

MG02

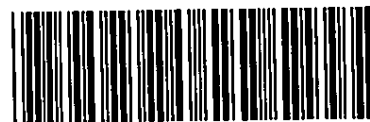
Statement of satisfaction in full or in part of mortgage or charge



☒ **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
register a statement of satisfaction in
full or in part of a fixed charge for
a company registered in Scotland.
If you do this, please use form MG01.

FRIDAY



A04 *A21RGZ08* #144
08/02/2013
COMPANIES HOUSE

1 Company details

Company number 0 4 1 7 4 7 1 8

Company name in full Cleeve Hill Healthcare Limited

5 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 Creation of charge

Date charge created d1 d8 m0 m3 y2 y0 y1 y0

Description 1 Debenture

Date of registration 2 d2 d6 m0 m3 y2 y0 y1 y0

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 Alliance & Leicester plc

Address 298 Deansgate

Manchester

Postcode M 3 4 H H

Name

Address

Postcode

Name

Address

Postcode

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

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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

- 1 The Company charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future
- (a) by way of legal mortgage
- (i) the Property, and
- (ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Company,
- (b) by way of fixed charge
- (i) (to the extent that they are not the subject of an effective mortgage under clause 1 (a) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Company,
- (ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,
- (iii) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled,
- (iv) all plant, machinery and equipment owned by the Company and its interest in any plant, machinery and equipment in its possession,
- (v) its rights under the appointment of any managing agent of any of the Property,
- (vi) all its rights, title and interest in the Insurances,
- (vii) its Investments together with all Related Rights,
- (viii) all its Intellectual Property,

See continuation page

5**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full☐ In part

① Please tick one box only

6**Signature**

Please sign the form here

Signature

Signature

X *Charles Russell***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. The contact information you give will be visible to searchers of the public record.

Contact name Emily Watson

Company name Charles Russell LLP

Address Compass House

Lypiatt Road

Post town Cheltenham

County/Region Gloucestershire

Postcode G L 5 0 2 Q J

Country United Kingdom

DX DX 7442 Cheltenham

Telephone 01242 221122



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 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

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars	<p>(ix) the amount from time to time standing to the credit of any Account,</p> <p>(x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,</p> <p>(xi) all its goodwill and uncalled capital,</p> <p>(xii) benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and</p> <p>(xiii) if and in so far as any assignment in clause 2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>(c) by way of floating charge</p> <p>The Company charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clauses 1(a) (Legal mortgage), 1(b) (Fixed charge) or assigned pursuant to clause 2 (Assignment)</p> <p>2 Assignment</p> <p>The Company assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to</p> <p>(b) the Rental Income and all the Company's other rights, title and interest under each Occupational Lease, and</p> <p>(c) any Hedging Agreement</p> <p>On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Company, reassign the Charged Assets referred to in this clause to the Company or as it may direct</p> <p>Note The Debenture contains negative pledge provisions and restrictions on dealing with the Charged Assets including (but not limited to) that the Company shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security and will not without the prior written consent of the Lender, sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so</p> <p>Interpretation</p> <p>"Account" means any account of the Company with any bank, financial institution or other person,</p> <p>"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration,</p> <p>"Charged Assets" means all the undertaking, property and assets of the Company described in clause 1(a) (Legal mortgage), clause 1(b) (Fixed charge), clause 1(c) (Floating charge) and clause 2 (Assignment), including any part thereof and any interest therein,</p> <p>"Collateral Instruments" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person,</p>
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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Company" means the company named in Part 1 of this form,</p> <p>"Group" means Abbey National plc (registered number 2294747) and its Subsidiaries for the time being,</p> <p>"Group Member" means each member of the Group,</p> <p>"Hedging Agreement" means an agreement or instrument entered into by the Company in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such asset of the Company,</p> <p>"Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee,</p> <p>"Lender" means the company named in Part 3 of this form,</p> <p>"Permitted Security" means a) any Security granted in favour of the Lender b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company or c) any Security permitted by the Lender in writing,</p> <p>"Property" means all that freehold land at Cleeve Hill Nursing Home, Cleeve Hill Cheltenham, Gloucestershire, GL52 3PW registered at the Land Registry with title absolute under Title Number GR240806,</p> <p>"Rental Income" means the aggregate of all amounts payable to, or for the benefit or account of, the Company in connection with the letting or permitted third party occupation or use of the whole or any part of a Property,</p> <p>"Related Rights" means in respect of any Investment</p> <p>(a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise),</p> <p>(b) all shares, investments or other assets derived from that Investment, and</p> <p>(c) all rights derived from or incidental to that Investment,</p> <p>"Secured Liabilities" means the amount secured under the debenture to which this form relates,</p> <p>"Security" 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, and</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p>	