

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 for

You cannot use this form to register particulars of a charge on a company. To do this, use form MG01s

WEDNESDAY



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31/10/2012

#107

COMPANIES HOUSE

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1

Company details

Company number 04284297

Company name in full Millstream Management Services Limited
(the "Chargor")

2

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

Date of creation of charge

Date of creation 26 10 2012

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

A duty of care deed and security agreement dated 26 October 2012 made between (1) the Chargor, (2) Churchill Retirement Living Limited, (3) HSBC Bank plc (as Agent) and (4) HSBC Corporate Trustee Company (UK) Limited (as Security Trustee) (the "Deed")

4

Amount secured

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

Amount secured

As specified in the continuation pages to this form

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 | HSBC Corporate Trustee Company (UK) Limited | | |
| Address | 8 Canada Square | | |
| | London | | |
| Postcode | E 1 4 5 H Q | | |
| 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 | As specified in the continuation pages to this form | | |

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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 Nil

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 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).

9 Signature

Please sign the form here

Signature

Signature

X

Everheds LLP.

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 **Susannah Gate**

Company name **Eversheds LLP**

Address **One Wood Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 W S**

Country

DX **DX 154280 Cheapside 8**

Telephone **0845 497 9797**



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

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Amount secured

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

Amount secured

The amount secured by the Deed is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Deed (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.

Capitalised terms used in this form are defined in the Appendix to this form.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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1. Granting of security

1.1 The Manager, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee, to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.1.2 of the Deed (as set out in paragraph 1.2 of this form) but are capable of being effectively charged, by way of first fixed charge, the Insurances and all Insurance Proceeds either now or in the future held by or payable to the Manager or in which the Manager otherwise has an interest (to the extent of such interest).

1.2 As further continuing security for the payment of the Secured Obligations, the Manager assigns absolutely to the Security Trustee all its right, title and interest in and to the Insurances and the benefit of all Insurance Proceeds.

2. Continuing security

The provisions of Clause 3 of the Deed (as set out in paragraphs 1 to 4 of this form) will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

3. Full title guarantee and implied covenants

All the Security created by the Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4. Negative pledge

4.1 During the Security Period, the Manager shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it, without the prior consent of the Security Trustee or as permitted under the Facility Agreement, (a) surrender, assign or vary the terms of any Insurances or (b) otherwise dispose of its interest (whether legal or beneficial) in the Secured Assets.

4.2 Clause 3.5.1 of the Deed (as set out in paragraph 4.1 of this form) does not apply to any Security which is Permitted Security or to a Permitted Transaction.

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Definitions

- 1 Capitalised terms used in part 6 of this form are defined in the Appendix to this form.

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"Accession Letter" means:

- (a) in relation to an Obligor, a document substantially in the form set out in Part 1 of Schedule 7 (*Form of Accession Letter*) of the Facility Agreement; and
- (b) in relation to an Ancillary Lender, a document substantially in the form set out in Part 2 of Schedule 7 (*Form of Accession Letter*) of the Facility Agreement.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Affiliate" means of any Person (as defined in the Facility Agreement) means any Subsidiary or holding company of that Person, or any Subsidiary of any such holding company. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings.

"Agent" means HSBC Bank plc acting in its capacity as agent appointed under Clause 28 of the Facility Agreement, or such other or agent as may from time to time be appointed in that capacity pursuant to Clause 28 of the Facility Agreement.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 of the Facility Agreement (*Ancillary Facilities*)

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"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 6 of the Facility Agreement (*Ancillary Facilities*).

"Arranger" means HSBC Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together).

"Articles" means the articles of association of the Company delivered to the Agent pursuant to Clause 4.1 (*Initial conditions Precedent*) of the Facility Agreement and any amendments thereto and replacement articles of association permitted under the terms of the Subordination Deed.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part 2 of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement.

"Companies Act" means the Companies Act 2006.

"Company" means Churchill Retirement plc, a company incorporated in England and Wales with company number 07428858.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Facility Agreement.

"Debenture" means the debenture dated on or around the date of the Deed granted by, amongst others, the Developer in favour of the Security Trustee.

"Delegate" has the meaning given to it in the Debenture

"Developer" means Churchill Retirement Living Limited, a limited liability company incorporated in England and Wales with registered number 06260373

"Discharge Date" means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

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"Facility" means the revolving loan facility made available under the Facility Agreement as described in Clause 2 (*The Facility*) of the Facility Agreement.

"Facility Agreement" means a facility agreement dated on or around the date of the Deed and made between, amongst others, (1) the Developer, (2) the Security Trustee and (3) the Agent.

"Fee Letter" means:

- (a) any letter or letters dated on or before the date of the Facility Agreement between the Arranger and the Company or the Agent and the Company or the Security Trustee and the Company setting out any of the fees referred to in Clause 12 (*Fees*) of the Facility Agreement; and
- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 12.5 (*Interest, commission and fees on Ancillary Facilities*) of the Facility Agreement.

"Finance Document" means the Facility Agreement, any Transaction Security Document, any Fee Letter, any Accession Letter, each Subordination Deed, any Ancillary Document, any Compliance Certificate, any Utilisation Request, any Resignation Letter and any other document designated as such by the Agent and the Company.

"Finance Party" means the Agent, the Security Trustee, the Arranger, a Lender or any Ancillary Lender.

"First Chargor" means Churchill Retirement PLC, a company incorporated in England and Wales with company number 07428858.

"Group" means the Company and its Subsidiaries (excluding MOIL and MMSL) for the time being.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Insurance Proceeds" means the proceeds of any insurance claim relating to the Properties received by the Manager (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Manager to any person which is not a member of the Group, (b) amounts paid to meet third party claims and (c) any Tax incurred and required to be paid by the Manager in connection with that insurance claim (as reasonably determined by the Manager on the basis of existing rates and taking account of any available credit, deduction or allowance), together with the benefit of all bonuses, profits, returns of premium and other

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benefits of whatever nature arising by virtue of the Manager's ownership of any Insurance and all the Manager's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Properties which from time to time are taken out or maintained by or on behalf of the Manager or (to the extent of its relevant interest) in which the Manager has an interest.

"Lender" means:

- (a) any Original Lender; and
- (a) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 of the Facility Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Management Agreement" means an agreement dated 14 December 2011 (as the same may be amended, varied or replaced to the extent permitted by the Deed).

"Manager" means the Chargor.

"MMSL" means the Chargor.

"MOIL" means McCarthy Office Investments Limited, a company registered in England and Wales with company number 06021143.

"Obligor" means a Borrower or a Guarantor.

"Original Borrowers" means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Facility Agreement as original borrowers (together with the Company)

"Original Guarantors" means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Facility Agreement as original guarantors (together with the Company).

"Original Lenders" means the financial institutions listed in Part 2 of Schedule 1 to the Facility Agreement as lenders.

"Party" means a party to the Facility Agreement.

"Permitted Security" has the meaning given to it in Clause 23.3 3 of the Facility Agreement.

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"Permitted Transaction" has the meaning given to it in the Facility Agreement.

"Preference Shares" has the meaning given to it in the Articles

"Property" means each property listed in Schedule 1 (The Properties) to the Deed (as set out in the Schedule to this form) and any additional property that is subject to the services provided by the Manager under the Management Agreement from time to time

"Quasi-Security" means an arrangement or transaction described in Clause 23.3.2 of the Facility Agreement.

"Real Property" means:

(a) any freehold, heritable, leasehold or immovable property; and

any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold heritable, leasehold or immovable property.

"Receiver" has the meaning given to it in the Debenture.

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Facility Agreement.

"Secured Assets" means the assets the subject of any Security created by the Deed

"Secured Obligations" has the meaning given to it in the continuation page to this form.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

"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.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date.

"Security Trustee" means HSBC Corporate Trustee Company (UK) Limited acting in its capacity as trustee for the Secured Parties (including itself) in relating to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents.

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"Subordination Deeds" means:

- (a) the subordination deed, dated on or about the date of this Agreement, between the Company, the Agent, the Security Trustee and the holders of the Tracker Shares, and
- (b) the subordination deed, dated on or about the date of this Agreement, between the Company, the Agent, the Security Trustee and the holders of the Preference Shares,

each a **"Subordination Deed"**.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

"Total Commitments" has the meaning given to it in the Facility Agreement.

"Tracker Shares" means the A Tracker Shares and the B Tracker Shares as defined in the Articles

"Transaction Security" means the Security created or expressed to be created or evidenced pursuant to the Transaction Security Documents.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 1.4 of Part 1 of Schedule 2 (*Conditions Precedent*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets (owned now or in the future) in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Utilisation Request" means a notice substantially in the form set out in Part 1 of Schedule 3 (*Requests*) of the Facility Agreement.

SCHEDULE

The Properties

| | Property Description | Freehold/ Leasehold | Title Number | Registered Proprietor |
|----|---|------------------------|--------------|-------------------------------------|
| 1. | Land known as 26 Upper Bognor Road, Bognor Regis PO21 1FG | Leasehold | WSX347708 | Churchill Retirement Living Limited |

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| | | | | |
|-----|--|--------------------------------------|-------------------------------------|-------------------------------------|
| 2 | Land known as New Hall Lodge, Reddicap Heath Road, Sutton Coldfield B75 7DW | Leasehold | WM994422 | Churchill Retirement Living Limited |
| 3. | Land known as Spicer Lodge, Enville Street, Stourbridge DY8 1BS | Leasehold | WM994423 | Churchill Retirement Living Limited |
| 4. | Land known as Hamlet Lodge, Heathville Road, Gloucester GL1 3ET and Land known as a 1 metre strip of land at Hamlet Lodge, Heathville Road, Gloucester | Leasehold and Freehold | GR360436 and GR350331 | Churchill Retirement Living Limited |
| 5. | Land known as Mitchell Lodge, West End Road, Bitterne, Southampton SO18 6TG | Leasehold | HP744930 | Churchill Retirement Living Limited |
| 6 | Land known as Royal Lodge, Newbury, Gillingham SP8 4WG | Leasehold | DT391300 | Churchill Retirement Living Limited |
| 7. | Land known as Bramble Lodge, 4 Brambledown Road, Wallington SM6 0YQ | Leasehold | SGL728034 | Churchill Retirement Living Limited |
| 8 | Land known as Elgar Lodge, Howsell Road, Malvern WR14 1US | Leasehold | WR139118 | Churchill Retirement Living Limited |
| 9. | Land known as St Francis Lodge, 24 Cornyx Lane, Solihull B91 2TE | Leasehold | WM994419 | Churchill Retirement Living Limited |
| 10. | Land known as Windsor Lodge, Wellington Avenue, Princes Riseborough | Leasehold | BM367271 | Churchill Retirement Living Limited |
| 11. | Land known as Osbourne Lodge, Poole Road, Bournemouth BH2 5QA | Leasehold | DT391302 | Churchill Retirement Living Limited |

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|-----|--|--------------------------------------|--|-------------------------------------|
| 12. | Land known as Catherine Lodge, Bolsover Rd, Worthing BN13 1NT | Leasehold | WSX347706 | Churchill Retirement Living Limited |
| 13. | Land known as Concorde Lodge, Southmead Road, Filton as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No. 2 Limited and (2) Churchill Retirement Living Limited. | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry | Churchill Retirement Living Limited |
| 14. | Land known as The Vicarage, Church Road, Sutton Coldfield B73 5RX | Freehold | WM879723 | Churchill Retirement Living Limited |
| 15. | Land known as 128 Milton Road, Southsea, PO4 8PW as registered at the Land Registry under title number PM17742 with Title Absolute and shown edged red on the attached Plan 1 and Land known as Summerson Lodge, 94 Alverstone Road, Southsea PO4 8SG as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No. 2 Limited and (2) Churchill Retirement Living Limited. | Freehold and Leasehold | PM17742 and A title number will be allocated to this property following registration of the lease at the Land Registry | Churchill Retirement Living Limited |

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| 16. | Land known as Dean Lodge, Southbourne BH6 3ND as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No 2 Limited and (2) Churchill Retirement Living Limited and shown edged red on the attached Plan. | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry. | Churchill Retirement Living Limited |
| 17. | Land known as Land on the west side of High Street, Portishead BS20 6QL (Grange Farm) | Freehold | ST287932 | Churchill Retirement Living Limited |
| 18. | Land known as Shamrock Court, Stevenson's Close, Wimborne BH21 1LR | Freehold | DT282293 | Churchill Retirement Living Limited |
| 19. | Land known as Beaufort Lodge, Grove Road, Woking GU21 5FG as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No. 2 Limited and (2) Churchill Retirement Living Limited | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry. | Churchill Retirement Living Limited |
| 20. | Land known as Middlemarch Lodge, High Street, Rickmansworth, WD3 1SW as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No 2 Limited | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry | Churchill Retirement Living Limited |

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| | and (2) Churchill Retirement Living Limited | | | |
| 21 | Land known as land on the south east side of Roper Road, Canterbury | Freehold | K962425 | Churchill Retirement Living Limited |
| 22 | Land known as Gifford Lodge, Popes Avenue, Twickenham TW2 5TP as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No 2 Limited and (2) Churchill Retirement Living Limited | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry. | Churchill Retirement Living Limited |
| 23 | Land known as Crossroads Inn, Laleham, Shepperton TW17 8EQ | Freehold | SY803883 | Churchill Retirement Living Limited |
| 24 | Land known as Allied House, 76 High Street, Orpington BR6 0JQ | Freehold | SGL137404 | Churchill Retirement Living Limited |
| 25 | Land known as 7 Riverwalk, Tonbridge TN9 1DT | Freehold | K420192 | Churchill Retirement Living Limited |
| 26 | Land known as Mitton Lodge, Vale Road, Stourport-on-Severn as more particularly described and comprised in a Lease dated 13 September 2012 made between (1) Emlor Property No. 2 Limited and (2) Churchill Retirement Living Limited | Leasehold | A title number will be allocated to this property following registration of the lease at the Land Registry. | Churchill Retirement Living Limited |
| 27 | Land known as Land on the east side of Foregate Street, Stafford ST16 2PX | Freehold | SF537701 | Churchill Retirement Living Limited |

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|-----|--|-----------|-----------|-------------------------------------|
| 28. | Land known as 2 Hope Road, Sale M33 3AB (Brindley Lodge) | Freehold | GM866632 | Churchill Retirement Living Limited |
| 29. | Land known as 86 Thorners Court, Henstead Road, Southampton SO15 2GU | Freehold | HP748979 | Churchill Retirement Living Limited |
| 30. | Land known as land on the east side of West Street, Andover | Freehold | HP355778 | Churchill Retirement Living Limited |
| 31. | Land known as Churchill Lodge, Sandbanks Road, Poole BH14 8HA | Leasehold | DT391304 | Churchill Retirement Living Limited |
| 32. | Land known as Hampton Lodge, Cavendish Road, Sutton SM2 5FY | Leasehold | SGL728035 | Churchill Retirement Living Limited |
| 33. | Land known as Matthews Lodge, Station Road, Addlestone KT15 2FB | Leasehold | SY800014 | Churchill Retirement Living Limited |
| 34. | Land known as St Mary's Lodge, Beach Avenue, Birchington | Leasehold | K987659 | Churchill Retirement Living Limited |
| 35. | Land known as Park View Lodge, East Street, Faversham ME13 8AY | Leasehold | K987661 | Churchill Retirement Living Limited |
| 36. | Land known as St Richards Lodge, Spitalfield Lane, Chichester PO19 6SJ | Leasehold | WSX347709 | Churchill Retirement Living Limited |
| 37. | Land known as Mulberry Lodge, New Brighton Road, Emsworth PO10 7EW | Leasehold | SH34642 | Churchill Retirement Living Limited |
| 38. | Land known as Lord Rosebery, Elm Grove, Epsom KT18 7LZ | Leasehold | SY800015 | Churchill Retirement Living Limited |
| 39. | Land known as Cornerway Lodge, Headley Road, Hindhead GU26 6TN | Leasehold | SY800016 | Churchill Retirement Living Limited |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4284297
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DUTY OF CARE DEED AND
SECURITY AGREEMENT DATED 26 OCTOBER 2012 AND
CREATED BY MILLSTREAM MANAGEMENT SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) 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 31 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2012

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**