

MG01

Particulars of a mortgage or charge

082403-13

Oyez

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

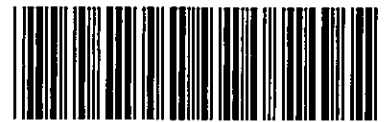
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

SATURDAY



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29/01/2011

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COMPANIES HOUSE

1 Company details		Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 3 2 6 0 1 6 8	
Company name in full	Greensleeves Homes Trust (the "Company")	
2 Date of creation of charge		
Date of creation	27 01 2011	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Legal Charge	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to Santander UK plc (the "Bank") and its subsidiaries for the time being (the "Group" and each a "Group Member") whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, (continued on continuation sheet)	
		Continuation page Please use a continuation page if you need to enter more details

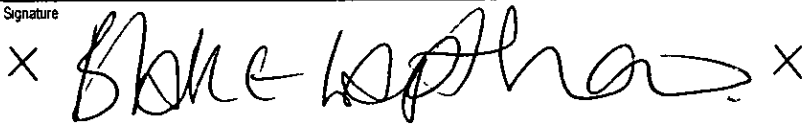
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Particulars of a mortgage or charge

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	
Name	Santander UK plc
Address	2 Triton Square Regent's Place, London
Postcode	N W 1 3 A N
Name	
Address	
Postcode	
Continuation page Please use a continuation page if you need to enter more details	
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	<p>Fixed Charge</p> <p>3.1 The Company with Full Title Guarantee (as ascribed by the Law of Property (Miscellaneous Provisions) Act 1994), as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)</p> <p>3.1.1 by way of fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Company in the properties known as (i) St Cross Grange, 140 St Cross Road, Winchester SO23 9RJ registered at the Land Registry with title number HP708997 (ii) Broadlands, Borrow Road, Oulton Broad, Lowestoft NR32 3PW registered at the Land Registry with title number SK312056 and (iii) Queen Elizabeth, 39 Southborough Road, Bickley, Bromley BR1 2EE registered at the Land Registry with title number SGL538653, and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof ("Charged Property");</p> <p>3.1.2 by way of fixed charge:</p> <p>(a) all benefits, claims and returns of premiums in respect of any all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest ("Insurance"); and</p> <p>(b) in so far as the legal mortgage set out in clause 3.1.1 or the assignments as set out in clause 3.2 (Assignment) are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Company referred to in those clauses</p> <p>(continued on continuation sheet)</p>

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N11</p>	
8	Delivery of instrument	
	<p>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 866).</p> <p>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 870). 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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>×  ×</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a 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 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

Suzanne Love

Company name

Blake Lapthorn

Address

New King's Court

Tollgate

Chandler's Ford

Post town

Eastleigh

County/Region

Hampshire

Postcode

S O 5 3 3 L G

Country

UK

DX

Telephone

023 8085 7249

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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Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(continued)</p> <p>together with interest and including (but without limitation) all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under this Legal Charge or pursuant to any statute or otherwise ("Receiver") may charge or incur in relation to the Company or this Legal Charge and the preparation, negotiation and creation of this Legal Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, this Legal Charge, in each case on a full indemnity basis ("Expenses") and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement and the right to such interest shall not merge in any judgement) (the "Secured Liabilities")</p>	

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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
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Address	
Postcode	
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Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(continued)</p> <p>Assignment</p> <p>3 2 The Company with Full Title Guarantee(as ascribed by the Law of Property (Miscellaneous Provisions) Act 1994), as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its rights, title, estate and other interests in and to -</p> <p>3.2 1 the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease or licence of the Charged Property or any agreement for lease or licence or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property (the "Rental Income") and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons;</p> <p>3 2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons,</p> <p>3 2.3 the benefit of all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis) ("Agreements for Lease"), all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease, and</p> <p>3 2.4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property.</p> <p>(continued on continuation sheet 2)</p>	

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Particulars of a mortgage or charge



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

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Address

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Postcode

Name

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<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center;">6</div>	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(continued from continuation sheet 1)</p> <p>4. RESTRICTIONS ON THE COMPANY</p> <p>The Company shall not without the prior written consent of the Bank</p> <p>4 1 create or permit to subsist or arise any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment ("Encumbrance") or any right or option on the Charged Property or any part thereof;</p> <p>4 2 sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Property or agree to do any of the foregoing,</p> <p>4 3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing; or</p> <p>4 4 part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing, except licences to occupiers in the ordinary course of a care home business.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3260168
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27
JANUARY 2011 AND CREATED BY GREENSLEEVES HOMES
TRUST FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO SANTANDER UK PLC AND ITS
SUBSIDIARIES FOR THE TIME BEING (THE "GROUP" AND EACH
A "GROUP MEMBER") 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 29 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES