

MG01

Particulars of a mortgage or charge



165151/13
LASERFORM

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 company. To do this, please use form MG01s

TUESDAY



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A04

14/06/2011

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COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

Company number 5 6 4 0 2 9 6

Company name in full Signature Senior Lifestyle Finance Limited (**Debtor**)

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 d0 d2 m0 m6 y2 y0 y1 y1

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 security interest agreement between the Debtor and the Bank (as defined in Section 5 below) (**Agreement**)

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Amount secured

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

Amount secured

Any and all present and future moneys, obligations and liabilities in any currency or currencies (whether actual or contingent and whether owed solely or jointly and whether as principal or surety or in any other capacity whatsoever) which shall, on or after the date of the Agreement (whether due on demand or upon notice or at fixed dates), be or become due, owing or incurred by the Borrower and/or the Debtor to the Bank, under or in connection with the Finance Documents (or any of them) or any amendment, variation, supplement, extension, renewal, restatement, novation or replacement of the Finance Documents (**Indebtedness**)

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 Clydesdale Bank PLC (Bank)

Address Property Finance Team, 2nd Floor, 35 Regent Street,
London

Postcode S W 1 Y 4 N D

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

1. Security Interest

As a continuing security to the Bank for the payment, discharge, performance and observance of the Indebtedness, the Debtor, as legal and beneficial owner of the Collateral (save as set out in the Agreement), with the intention of creating a security interest in the Collateral in favour of the Bank, pursuant to the provisions of the Law, thereby

- (a) undertook to deliver to the Bank (or its nominee), on or before completion of the Agreement, the certificates relating to the Charged Property so that the Bank (or its nominee) shall have possession of those certificates, subject to the terms of the Agreement, and
- (b) assigned, transferred and otherwise made over to the Bank (or its nominee) title to the Charged Property and assigns all right, title and interest in and to the Derivative Assets

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Amount secured

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

Amount secured

In this form, the following terms have the following meanings

Borrower means Signature of Leicester (Property) Guernsey Limited, a company incorporated in Guernsey with company number 48776, whose registered office is 1st and 2nd Floors, Elizabeth House, Les Ruettes Brayes, St Peter Port, Guernsey

Facility Agreement means a facility agreement dated 5 November 2008 and amended and restated on 7 April 2011 made between the Bank and the Borrower for a maximum aggregate principal amount of £14,076,788, as amended, varied, extended, supplemented, renewed, restated, novated or replaced from time to time

Finance Document means any of the Facility Agreement, the Agreement and any other document designated as a Finance Document under the terms of the Facility Agreement or by the Lender and the Borrower (as such terms are defined in the Facility Agreement, unless otherwise defined in this form)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. Undertakings

The Debtor undertook to the Bank (among other things) that

- (a) during the subsistence of the security created or intended to be created under or pursuant to the provisions of the Agreement and until all Indebtedness is unconditionally and irrevocably discharged in full
 - (i) the Debtor shall (subject to the Security Interest created by the Agreement) continue to be sole beneficial owner of the Collateral and to all rights in relation to it and shall not permit any person other than the Debtor or the Lender to be registered as holder of the Collateral or any part of it,
 - (ii) the Debtor shall not and shall not agree or attempt to, and shall procure that no person shall or shall agree or attempt to, at any time, other than with the Bank's prior written consent, create, grant, extend or permit to subsist any Security Interest, right of set-off, option to purchase or other similar rights whatsoever on, over or affecting all or any part of the Collateral or any rights in relation to it or any other asset of the Debtor. The prohibition in sub-clause 4.2(a)(ii) of the Agreement (re-stated here in this sub-clause) shall apply to any Security Interest, right of set-off, option to purchase or other similar right which ranks or purports to rank in point of security in priority to, *pari passu* with, or subsequent to, the security constituted (or intended to be created) under the terms of the Agreement,
 - (iii) the Debtor shall not, and shall procure that no person shall, take or omit to take or agree or attempt to take or omit to take, any action which might or will depreciate, jeopardise or otherwise materially prejudice the value to the Bank of all or any part of the Collateral,
 - (iv) the Debtor shall not (and shall procure that no person shall) assign, sell, surrender, transfer or otherwise dispose of all or any part of the Collateral or any rights in relation to it or agree to do so,
 - (v) save as otherwise provided under the terms of the Finance Documents, the Debtor shall endeavour to ensure that none of its subsidiaries (whether or not in existence at the date of the Agreement) create, grant, extend or permit to subsist (or agree to create, grant, extend or permit to subsist) any Security Interest, right of set-off, option to purchase or other similar right on, over or affecting the whole or any part of the assets of any such subsidiary or permit any such subsidiary to assign, surrender, sell, transfer or otherwise dispose of (or agree to dispose of) any such assets or any interest in them, otherwise than in the normal course of such subsidiary's business or to do any of those things in relation to any of their respective assets which would or might have any of the consequences as set out in clause 4.2(a)(iii) of the Agreement (re-stated at 2(a)(iii) above)

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this form, the following terms shall have the following meanings

Charged Property means the assets listed in schedule 1 to the Agreement (re-stated at Schedule 1 below)

Collateral means the Charged Property, any Derivative Asset and any other property at any time subject to the security interest created under the Agreement

Derivative Assets means any dividend, distribution, interest on dividends and distributions, stock, share or other security, right, money or other intangible moveable property at any time after the date of the Agreement derived from or accruing, offered or created in relation to, or issued in substitution for, all or any part of the Charged Property

Security Interest means any lien, charge, bond, mortgage, pledge, assignment, hypothecation, title retention, security interest, equitable interest, trust arrangement or any other agreement or arrangement of any kind having the effect of creating security

SCHEDULE 1

The Charged Property

2 ordinary shares of £1 00 each comprising the entire issued share capital of the Company

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X Addleshaw Gledhill 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 **CHANRA**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Manchester

Post town **M2 3AB**

County/Region

Postcode

M	2		3	A	B	
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Country

DX **14301 Manchester**

Telephone **0161 934 6352**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5640296
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 2 JUNE 2011 AND CREATED BY
SIGNATURE SENIOR LIFESTYLE FINANCE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER AND/OR THE COMPANY TO CLYDESDALE BANK
PLC 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 14
JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JUNE 2011

