



**Registration of a Charge**

Company Name: **SIGNATURE SENIOR LIFESTYLE FINANCE LIMITED**

Company Number: **05640296**



Received for filing in Electronic Format on the: **08/12/2023**

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**Details of Charge**

Date of creation: **08/12/2023**

Charge code: **0564 0296 0008**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS VIRGIN MONEY)**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FREETHS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5640296

Charge code: 0564 0296 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2023 and created by SIGNATURE SENIOR LIFESTYLE FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2023 .

Given at Companies House, Cardiff on 13th December 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

## **SECURITY AGREEMENT**

**DATED** 8 December **2023**

THE ENTITIES LISTED IN SCHEDULE 1 HERETO as Chargors

and

CLYDESDALE BANK PLC (trading as Virgin Money)

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**THIS DEED** is dated 8 December 2023 and is made

**BETWEEN:**

- (1) **THE ENTITIES** identified as such in Schedule 1 (Chargors) (each a **Chargor** and together the **Chargors**); and
- (1) **CLYDESDALE BANK PLC (trading as Virgin Money)** (Registered number SC001111) whose registered office is at 177 Bothwell Street, Glasgow, Scotland, G2 7ER (the **Lender**)

**BACKGROUND:**

- (A) Each of the Chargors enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Act** means the Law of Property Act 1925.

**Borrower** means SSL DPGT 1 Ltd., a non-cellular company limited by shares and incorporated in Guernsey with registration number 66455 and having its registered office at 1<sup>st</sup> and 2<sup>nd</sup> Floors, Elizabeth House, Les Ruettes Brayes, St Peter Port, Guernsey GY1 1EW and SSL DPGT 2 Ltd., a non-cellular company limited by shares and incorporated in Guernsey with registration number 66456 and having its registered office at 1<sup>st</sup> and 2<sup>nd</sup> Floors, Elizabeth House, Les Ruettes Brayes, St Peter Port, Guernsey GY1 1EW each acting as trustees of the SSL Highgate Unit Trust, a unit trust established under the laws of Guernsey (as such Unit Trust is further defined in the Facility Agreement).

**Facility Agreement** means the £37,000,000 facility agreement dated 18 December 2020 as amended on or about the date of this Deed between (among others) the Borrower and the Lender.

**Finance Documents** has the meaning given to it in the Facility Agreement.

**Investments** means:

- (a) the Partnership Interests;
- (b) all shares in any member of the Group (other than itself) owned by the Chargor or held by any nominee or trustee on its behalf;
- (c) all membership and/or partnership interests in any member of the Group (other than itself) owned by any Chargor or held by any nominee or trustee on its behalf;
- (d) assets derived from any of the membership interests referenced in paragraph (b) above including all accretions, offers, rights, distributions, interest, income, benefits and

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advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the membership interests and all rights, money or property accruing or offered at any time by way of bonus, exchange, purchase, substitution, option, interest or otherwise in respect thereof; and

- (e) all other shares, stocks, debentures, bonds, membership interests, partnership interests or other securities or investments owned by any Chargor or held by any nominee or trustee on its behalf.

**LLP** means SSL Highgate GP LLP, a limited liability partnership registered in England and Wales with registration number OC441643.

**LLP Members' Agreement** means the limited liability partnership agreement dated 22 June 2022 between the Chargors and the LLP.

**Partnership Interests** means all the rights, title and interest of each Chargor (both present and future and from time to time) in and to the LLP, its capital and assets.

**Party** means a party to this Deed.

**Receiver** means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

**Related Rights** means in respect of any Partnership Interest:

- (a) all monies paid or payable in respect of that Partnership Interest (whether as income, capital or otherwise);
- (b) all assets derived from that Partnership Interest; and
- (c) all rights derived from or incidental to that Partnership Interest.

**Relevant Contract** means the LLP Members' Agreement.

**Rights** means any Security or other right or benefit whether arising by set off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**Secured Liabilities** means 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 Transaction Obligor and/or the Chargors to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

**Security Asset** means any asset of each Chargor which is, or is expressed to be or otherwise purported to be, subject to any Security created by this Deed.

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Transaction Obligor** has the meaning given to it in the Facility Agreement.

## 1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) (except for Clause 1.2(e)(Construction)) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any **rights** in respect of an asset includes:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset; and
  - (iii) any **share, stock, debenture, bond, membership interest, partnership interest or other security or investment** includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 in each case in respect of that share, stock, debenture, bond, membership interest, partnership interest or other security or investment; and
  - (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Lender considers, acting reasonably, that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) Where any Security hereunder is unenforceable or otherwise not applicable or recognised by reason of any law or regulation of any jurisdiction, such failure shall not give rise to any interpretation that such Security was not purported to have been given under this Deed.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

### **1.4 Limited Recourse**

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

- (a) the sole recourse of the Lender to each Chargor under this deed is to that Chargor's interest in the Security Assets; and
- (b) the liability of the Chargors to the Lender pursuant to or otherwise in connection with the Finance Documents shall be:
  - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Security Assets; and
  - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed.

### **1.5 Liability not discharged**

Each Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or otherwise adversely affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Borrower, the Chargors or any other person in connection with the Secured Liabilities;
- (c) any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Chargors or any other person;



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- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to the Borrower, the Chargors or any other person;
- (f) the insolvency, bankruptcy, liquidation, administration or winding up or any incapacity, limitation, disability, discharge by operation of law or change in the constitution, name or style of the Borrower, the Chargors or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Chargors or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from the Borrower, the Chargors or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of the Chargors had they been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargors or otherwise reduce or extinguish their liability under this Deed.

**1.6 Immediate recourse**

Each Chargor waives any right it may have to require the Lender:

- (a) to take any action or obtain judgment in any court against the Borrower or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this Deed.

**1.7 Non-competition**

Each Chargor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, that Chargor under this Deed but:

- (a) if any of the Rights is taken, exercised or received by that Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by that Chargor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and
- (b) on demand by the Lender, that Chargor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by that Chargor under this clause 1.7.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) Each Chargor must pay or discharge the Secured Liabilities when the same are not paid or discharged in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
  - (i) is created in favour of the Lender;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Lender holds the benefit of this Deed and this Security on trust for the Secured Parties.

### **2.2 Investments**

Each Chargor:

- (a) mortgages by way of a first legal mortgage its Partnership Interests in any member of the Group (other than itself) owned by it or held by any nominee or trustee on its behalf together with all Related Rights; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

### **2.3 Other contracts**

Each Chargor:

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
  - (i) under each Relevant Contract; and
  - (ii) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment;
- (b) charges by way of a first fixed charge all of its rights to the extent that they have not been effectively assigned under paragraph (a) above, all of its rights listed under paragraph (a) above.

## **3. RESTRICTIONS ON DEALINGS**

### **3.1 Security**

Except as expressly allowed under the Finance Documents or this Deed, each Chargor must not create or permit to subsist any Security on any Security Asset.

### **3.2 Disposals**

Except as expressly allowed under the Finance Documents or this Deed, each Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

## **4. INVESTMENTS**

### **4.1 Deposit**

Each Chargor must promptly following the date of this Deed:

- (a) deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

### **4.2 Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If any Chargor fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. That Chargor must immediately on request reimburse the Lender for any payment made by the Lender under this Clause 4.2 (Calls).

### **4.3 Other obligations in respect of Investments**

- (a) Each Chargor must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of any Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments where failure to do so would prejudice the interests of the Lender.
- (c) The Lender is not obliged to:
  - (i) perform any obligation of each Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

**4.4 Voting rights**

- (a) Before this Security is enforceable:
  - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
    - (A) by each Chargor; or
    - (B) if exercisable by the Lender, in any manner which each Chargor may direct the Lender in writing; and
  - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with clause 16 of the Facility Agreement must be paid into the Relevant Account.
- (b) Each Chargor must indemnify the Lender against any loss or liability properly incurred by the Lender as a consequence of the Lender acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) At any time while the Security is enforceable, the Lender may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

**5. OTHER CONTRACTS**

Each Chargor must:

- (a) within 5 Business Days of the request of the Lender, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Other Contracts), on each counterparty to a Relevant Contract; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of Letter for Other Contracts).

**6. REPRESENTATIONS**

The Chargors make the representations and warranties set out in this clause 6 to the Lender on the date of this Deed.

**6.1 Status**

Each Chargor:

- (a) is a duly incorporated limited liability company validly existing under the laws of its Original Jurisdiction; and
- (b) has the power to own its assets and carry on its business as it is being conducted.

**6.2 Binding obligations**

The obligations expressed to be assumed by each Chargor in each Transaction Document to which it is a party are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

**6.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents and the granting of the Transaction Security do not conflict with:

- (d) subject to the Legal Reservations, any law or regulation applicable to it;
- (e) its constitutional documents; or
- (f) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in each case to the extent that such conflict has or is reasonably likely to have a Material Adverse Effect.

**6.4 Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.
- (b) No limit on its powers will be exceeded as a result of the grant of security or giving of guarantees or indemnities contemplated by the Transaction Documents to which it is a party.

**6.5 Validity and admissibility in evidence**

- (a) All Authorisations (if any) required:
  - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and
  - (ii) to make the Transaction Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except any Authorisation referred to in paragraph (a) of Clause 6.6 (*No filing or stamp taxes*).

**6.6 No filing or stamp taxes**

- (a) Under the laws of its Relevant Jurisdiction it is not necessary that the Finance Documents be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents except:
  - (i) registration of particulars of the Security Documents at Companies House in England and Wales under the Companies Act 2006 and payment of associated fees;
  - (ii) registration of the Security Agreement at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees;

which registrations, filings, taxes and fees will be made and paid promptly after the date of the relevant Security Document, to the extent required.

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- (b) Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by or being financed by the Finance Documents has been made.

**6.7 No Security**

Except as expressly allowed under the Facility Agreement, the Security Assets are free from any Security other than the Security created by this Deed.

**6.8 Avoidance of Security**

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of any Chargor or otherwise.

**6.9 Membership interests**

- (a) The Chargors are the sole members of the LLP.
- (b) The LLP Members' Agreement is in full force and effect and has not been superseded.
- (c) No partnership interest is subject to any option to purchase or similar rights.
- (d) The LLP Members' Agreement does not restrict or inhibit any transfer of the membership interests held by either Chargor on creation or enforcement of the security constituted by this Deed.

**6.10 Repetition**

The representations in this clause 6 are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and the first day of each Interest Period.

**7. COVENANTS****7.1 Authorisations**

Each Chargor shall promptly obtain all consents and authorisations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability and admissibility in evidence of the Finance Documents in its Original Jurisdiction.

**7.2 Compliance with law**

Each Chargor shall comply in all respects with all relevant laws to which it may be subject if failure to do so would materially impair its ability to perform its obligations under the Finance Documents.

**7.3 Ranking of obligations**

Each Chargor shall procure that all its payment obligations under this Deed will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness preferred by operation of law in the event of its winding-up.

#### **7.4 Information**

Each Chargor shall supply to the Lender:

- (a) details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against that Chargor or any of its directors in relation to its Partnership Interests or Related Rights as soon as it becomes aware of them and which might, if adversely determined, have a Material Adverse Effect; and
- (b) promptly, any further information about the financial condition, assets, business and operations of that Chargor as the Lender may reasonably request.

#### **7.5 LLP Interests**

- (a) Until any steps are taken to enforce the Security created by or under this Deed, each Chargor shall be entitled to receive and retain all distributions and other monies receivable in respect of its Partnership Interests and Related Rights.
- (b) Until any steps are taken to enforce the Security created by or under this Deed, each Chargor shall be entitled to exercise all voting and other rights in respect of its Partnership Interest and Related Rights provided that it does not exercise those rights in a manner which is likely to be prejudicial to the interests of the Secured Parties.
- (c) Each Chargor shall make all payments which may become due and payable in respect of any of its Partnership Interest and Related Rights. If it fails to make any such payments, the Lender may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Lender shall be repayable by the relevant Chargor to the Lender on demand and pending such repayment shall constitute part of the Secured Liabilities.
- (d) Each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Partnership Interest and Related Rights and the Lender shall not be required to perform or fulfil any obligation of either Chargor in respect of any Partnership Interest or Related Rights.
- (e) Each Chargor shall comply with any notice served on it (save where compliance with any such notice is likely to be prejudicial to the interests of the Secured Parties in which case it shall only comply with any such notice if it has first obtained the prior approval of the Lender), whether under the Limited Liability Partnerships Act 2000 or pursuant to the LLP Members' Agreement or any articles of association or other constitutional document of any relevant entity, in respect of or in connection with any Partnership Interest or Related Rights and will promptly provide to the Lender a copy of that notice.
- (f) Each Chargor shall promptly, upon the request of the Lender, provide to the Lender a copy of all other notices, reports, accounts and circulars received by it in respect of or in connection with any of the Security Assets.
- (g) Neither Chargor shall do or permit to be done anything to render the LLP Members' Agreement void or voidable.

## **7.6 LLP Members' Agreement**

The Chargors shall not without the prior written consent of the Lender, amend, or agree to any amendment of, the LLP Members' Agreement.

## **7.7 LLP**

The Chargors shall not agree to terminate dissolve or wind up the LLP without the prior written approval of the Lender.

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security is enforceable while an Event of Default is continuing.

### **8.2 Discretion**

At any time while the Security is enforceable or following a request by the Chargors, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

### **8.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

### **9.2 No liability as mortgagee in possession**

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.



#### **9.4 Protection of third parties**

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

#### **9.5 Redemption of Security**

- (a) At any time while the Security is enforceable, the Lender may:
  - (i) redeem any prior Security against any Security Asset; and/or
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- (b) The Chargors must pay to the Lender, within three Business Days of demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **9.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### **9.7 Financial collateral**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right while this Security is enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
  - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
  - (ii) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) the Security created by this Deed is enforceable; or
  - (ii) the Chargors so request to the Lender at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

### **10.2 Removal**

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **10.3 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

### **10.4 Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **10.5 Relationship with Lender**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may while this Security is enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **11. POWERS OF RECEIVER**

### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes:
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

### **11.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

### **11.3 Carry on business**

A Receiver may carry on any business of the Chargors in any manner he/she thinks fit.

### **11.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargors.

### **11.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

### **11.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargors.

#### **11.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

#### **11.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any of the Chargors or relating in any way to any Security Asset.

#### **11.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

#### **11.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

#### **11.11 Subsidiaries**

A Receiver may form a Subsidiary of any of the Chargors and transfer to that Subsidiary any Security Asset.

#### **11.12 Delegation**

A Receiver may delegate his/her powers in accordance with this Deed.

#### **11.13 Lending**

A Receiver may lend money or advance credit to any person.

#### **11.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which each Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

**11.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargors for any of the above purposes.

**12. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 12:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

**13. EXPENSES AND INDEMNITY**

The Chargors must:

- (a) within five Business Days of written demand pay to each Secured Party the amount of all reasonable and properly incurred costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

**14. DELEGATION****14.1 Power of Attorney**

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

**14.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

**14.3 Liability**

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**15. FURTHER ASSURANCES**

- (a) The Chargors must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:
  - (i) creating, perfecting or protecting any security over any Security Asset; or
  - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
  - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
  - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary.

**16. POWER OF ATTORNEY**

While the Security under this Deed is enforceable, each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things that each Chargor is obliged to do under this Deed but has failed to do so, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney lawfully does or purports to do under its appointment under this Clause 16.

**17. MISCELLANEOUS****17.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

**17.2 Tacking**

The Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

**17.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargors.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

**17.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

- (a) this Security is enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

**17.5 Notice to Chargors**

This Deed constitutes notice in writing to the Chargors of any charge or assignment of a debt owed by each Chargor to any Transaction Obligor and contained in any other Security Document.

**18. PAYMENT MECHANICS**

The provisions in clause 29.1 (*Payments to the Lender*), clause 29.3 (*Clawback and pre-funding*), clause 29.5 (*No set off by Obligors*) and clause 29.6 (*Business Days*) of the Facility Agreement shall apply to this Deed and references in those clauses to an "Obligor" shall include the Chargors for the purpose of this Deed only.

**19. RELEASE**

At the end of the Security Period, the Finance Parties must, at the request and reasonable cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

**20. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**CHARGORS**

<b>Company name</b>	<b>Registered number</b>
Signature Senior Lifestyle Finance Limited	05640296
Signature Senior Lifestyle Operations Ltd	06827497



**SCHEDULE 2**  
**FORMS OF LETTER FOR OTHER CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [Contract Counterparty]

Copy: [Lender] (as Lender as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between the Chargors (as defined below) and [Lender] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]<sup>1</sup> to [Lender] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Lender**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at [address] with a copy to us.

---

<sup>1</sup> Delete as applicable.

Execution Version

Yours faithfully,

.....  
(Authorised signatory)  
[Chargor]

Execution Version

## PART 2

### ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Lender] (as Lender)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] between the Chargors (as defined below) and [Lender] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] (the **Notice**) of [an assignment]/[fixed charge]<sup>2</sup> on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....  
(Authorised signatory)  
[Contract counterparty]

---

<sup>2</sup> Delete as applicable.

Execution Version

**SIGNATORIES****Chargors**

**EXECUTED as a DEED by**  
**SIGNATURE SENIOR LIFESTYLE**  
**FINANCE LIMITED**

acting by a director in the presence of:

DocuSigned by:

1EE7E42C8D23422...

Director

Witness' Signature:

DocuSigned by:

2D9F0D97E06345D...

Witness' Name: Neil Phillips

Witness' Address: Signature House, Post Office Lane,  
Beaconsfield

I confirm that I was physically present when Steven Gardiner signed this deed

**Address for notices:** Signature House, Post Office Lane, Beaconsfield, Buckinghamshire, HP9 1FN

**EXECUTED as a DEED by**  
**SIGNATURE SENIOR LIFESTYLE**  
**OPERATIONS LTD**

acting by a director in the presence of:

DocuSigned by:

1EE7E42C8D23422...

Director

Witness' Signature:

DocuSigned by:

2D9F0D97E06345D...

Witness' Name: Neil Phillips

Witness' Address: Signature House, Post Office Lane,  
Beaconsfield

I confirm that I was physically present when Steven Gardiner signed this deed

**Address for notices:** Signature House, Post Office Lane, Beaconsfield, Buckinghamshire, HP9 1FN

**Lender**

**CLYDESDALE BANK PLC (trading as Virgin Money)**

DocuSigned by:

Neil Dyer

By: .....  
 .....  
 .....