

MG01

Particulars of a mortgage or charge

189909

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IRIS 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

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

WEDNESDAY



L2076TPD

LD4

16/01/2013

#117

COMPANIES HOUSE

1

Company details

4

For official use

Company number

0 6 2 3 7 9 3 9

Company name in full

Signature at Loxley Park (Operations) Limited (the "Chargor")

→ **Filling 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

d₁ d₁ m₀ m₁ y₂ y₀ y₁ y₃

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

Debenture (the "**Debenture**") made between (1) The Chargor and (2) HCN Hancock
Investments, Ltd (the "**Security Trustee**")

4

Amount secured

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

Amount secured

All obligations of the Chargor owed or expressed to be owed
to the Secured Parties under or in connection with the
Framework Agreement, the Lease and the Transaction
Documents whether owed jointly or severally, as principal or
surety or in any other capacity (the "**Secured Liabilities**")

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 HCN Hancock Investments, Ltd

Address 26 New Street, St Helier

Jersey

Postcode J E 2 3 R A

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

Please see continuation page

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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 **Ruth Sorsa**

Company name **Nabarro LLP**

Address **Lacon House**

84 Theobald's Road

Post town **London**

County/Region

Postcode

W	C	1	X		8	R	W
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Country

DX **DX77 Chancery Lane London**

Telephone



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:

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☐ [x] 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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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 *Nabam LLP.* X

This form must be signed by a person with an interest in the registration of the charge

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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>1. FIXED SECURITY</p> <p>As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee</p> <p>1 1 charges to the Security Trustee by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture including the Property,</p> <p>1 2 charges to the Security Trustee by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture,</p> <p>1 3 assigns to the Security Trustee by way of fixed security its rights and interest in the Rental Income,</p> <p>1 4 assigns to the Security Trustee by way of fixed security its rights and interest in</p> <p>1 4 1 any present or future right to occupy any Real Property under licence,</p> <p>1 4 2 rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,</p> <p>1 5 assigns to the Security Trustee by way of equitable mortgage its rights and interest in</p> <p>1 5 1 any Investments listed in Schedule 3 of the Debenture (see below),</p> <p>1 5 2 any Dividends in respect of any Investments listed in Schedule 3 of the Debenture (see below),</p> <p>1 5 3 any other present or future Investment owned by the Chargor,</p> <p>1 5 4 any Dividends in respect of any such other Investments,</p> <p>1 6 charges to the Security Trustee by way of fixed charge its rights and interest in</p> <p>1 6 1 any Plant and Equipment listed in Schedule 2 of the Debenture (see below),</p> <p>1 6 2 its present and future goodwill and uncalled capital,</p> <p>1 6 3 any present or future Debts owing to the Chargor,</p> <p>1 6 4 any money now or at any time after the date of this deed standing to the credit of any Account,</p> <p>1 6 5 any present or future insurances in respect of any Charged Property and the proceeds of such insurances,</p> <p>1 6 6 any present or future Intellectual Property, and</p> <p>1 7 assigns to the Security Trustee by way of fixed security its rights and interest in any Contract and any guarantee or security for the performance of any such Contract</p> <p>2. FLOATING SECURITY</p>	

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6 Short particulars of all the property mortgaged or charged

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Short particulars

2 1 Floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Security Trustee by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security under paragraph 1 above (Fixed Security)

3. NEGATIVE PLEDGE

Save where expressly permitted pursuant to the terms of the Framework Agreement, the Chargor shall not create or permit to subsist any Security over any of the Charged Property

4. DEFINITIONS

In this form, capitalised terms have the following meanings

"Account"

means the Designated Account, the Accounts of the Chargor listed in Schedule 4 of the Debenture (see below) and any other account opened or maintained by the Chargor at any bank or financial institution,

"Account Bank"

means Barclays Bank Plc or such other bank maintained by the Chargor at any bank or financial institution agreed between the Chargor and the Security Trustee acting reasonably,

"Charged Property"

means the assets mortgaged, charged or assigned by the Chargor under the Debenture,

"Contract"

means each of the contracts described in Schedule 5 (List of Contracts) of the Debenture (see below) in which the Chargor may at any time have an interest, together with each other agreement supplementing or amending or novating or replacing the same and any other agreement designated in writing as a Contract by the Security Trustee and the Chargor,

"Debts"

means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Designated Account"

means account number 23325075, sort code 20-00-00 with the Account Bank or any other account which is opened in place of such account at the request of or with the consent of the Security Trustee, acting reasonably,

"Direct Occupational Lease"

means any lease, licence or tenancy or other occupational arrangement entered into by the Charger pursuant to which care home residents enjoy occupation or possession of part of the Property for residential purposes,

"Dividends"

means all dividends, interest and other money payable in respect of the Investments,

"Framework Agreement"

means the framework agreement dated 24 December 2012 between, among others, the Chargar and the Security Trustee,

"Intellectual Property"

means all present and future rights of the Chargar in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment"

means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
 - (b) unit in any unit trust or similar scheme,
 - (c) warrant or other right to acquire any such investment,
- and any offer, right or benefit in respect of any such investment other than Dividends,

"Lease"

means a Lease of the Property dated 12 August 2010 and made between (1) Signature at Loxley Park (Property) Limited (2) the Chargar and (3) Signature at Loxley Park (Homecare) Limited, and any document supplemental to or varying such lease whether entered into before or after the date of the Debenture,

6 Short particulars of all the property mortgaged or charged

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"Plant and Equipment"

means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

"Property"

means the property described in Schedule 1 of the Debenture (see below),

"Real Property"

means

- (a) any freehold, leasehold or immoveable property (including the Property), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

"Rental Income"

means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, whether pursuant to a Direct Occupational Lease or otherwise, including (without double counting and without limitation)

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of a lease, licence, tenancy or other occupational arrangement,
- (e) sums received in respect of any service charge payable to the Chargor,
- (f) proceeds paid for a breach of covenant or dilapidations under any lease, licence, tenancy or other occupational arrangement, including, but not limited to, any expenses incurred by the Chargor in relation to the enforcement of any such breach,
- (g) any contribution (not reserved as rent) by a tenant to ground rent due under a lease,
- (h) interest, damages or compensation in respect of any of the items listed in this definition,
- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and
- (j) any VAT on any sum mentioned in this definition,

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6 **Short particulars of all the property mortgaged or charged**

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Schedule 5

List of Contracts

The Management Agreement dated on or about the date of the Debenture,
between the Chargor and Signature Senior Lifestyle Operations Limited in
relation to the Property

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"Security"

means a mortgage, charge, pledge, lien or other security securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Secured Parties"

means HCN Hancock Investments Limited and each Lessor (as such term is defined in the Framework Agreement), and

"Transaction Documents"

means the Transaction Documents identified in the Framework Agreement

5. SCHEDULES

The Schedules to the Debenture identify

Schedule 1

The Property

The leasehold interest in the land and buildings known as Loxley Park, Loxley Road, Loxley, Sheffield, S6 4TF, as more particularly described in the Lease, which is registered at the Land Registry with title number SYK579866

Schedule 2

List of Plant and Equipment

None

Schedule 3

List of Investments

None

Schedule 4

Accounts

Account number 23325075, sort code 20-00-00 in the name of the Chargor with the Account Bank



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6237939
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 JANUARY
2013 AND CREATED BY SIGNATURE AT LOXLEY PARK
(OPERATIONS) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE SECURED
PARTIES 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 16 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JANUARY
2013

0x



Companies House



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