

MG01

Particulars of a mortgage or charge

130894/26



**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

TUESDAY



\*LOSSDJWL\*

LD3

11/05/2010

21

COMPANIES HOUSE

1

**Company details**

Company number

0 7 1 7 3 7 2 8

Company name in full

Signature of Hindhead (Operations) Limited

For official use

→ **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

23 04 2010

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 "Deed")

4

**Amount secured**

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

Amount secured

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Chargor to the Lender and/or the Hedging Counterparty under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety

**Continuation page**

Please use a continuation page if you need to enter more details

**MG01****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

**Continuation page**

Please use a continuation page if you need to enter more details

Name Barclays Bank PLC (the "Lender")

Address One Churchill Place, Canary Wharf, London

Postcode E 1 4 5 H P

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 By way of legal mortgage any other freehold or leasehold property now vested in each Chargor
- 2 By way of fixed charge each of the following including all rights of enforcement of the same
  - (a) each Chargor's interest in any freehold or leasehold property acquired after the date of the Deed,
  - (b) each Chargor's interest in the Relevant Contracts,
  - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them,
  - (d) all easements, licences and other rights relating to the Property in which each Chargor has an interest;
  - (e) the Accounts and any other accounts of each Chargor;
  - (f) the Investments;
  - (g) each Chargor's Intellectual Property;
  - (h) if applicable each Chargor's uncalled capital, and
  - (i) each Chargor's goodwill
- 3 By way of security assignment each of the following including all rights of enforcement of the same
  - (a) the Operating Income,
  - (b) the proceeds of disposal of any Charged Asset;
  - (c) all book debts and other debts and all other monies due and owing to each Chargor;
  - (d) all monies standing to the credit of the Accounts and any other accounts of each Chargor,
  - (e) the monies payable to each Chargor under any insurances relating to the Property;
  - (f) the benefit of the copyright and similar rights vested in the Chargors in connection with the Property,

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## Particulars of a mortgage or charge

### 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

### 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 866)

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)

### 9 Signature

Please sign the form here

Signature

Signature

X *Bain Lighter P. L.P.* 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



### 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 Richard Davies Jones 27690.18

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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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

- (g) all causes of action and other rights and remedies in which each Chargor has an interest,
- (h) all monies payable to each Chargor under any Hedging Arrangement,
- (i) the benefit of any monies paid or payable to each Chargor by way of compensation, endowment, gift, grant or otherwise, and
- (j) each Chargor's interest in any VAT recoveries

4 By way of floating charge all of each Chargor's assets, property and undertaking both present and future

#### NOTES

- 1 The charges created under the Deed expressed to be
- (a) fixed charges, shall only apply to the extent that they create fixed security, and
  - (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed.

2 The Deed contains a provision that where two or more persons purport to create a Security Interest over a Charged Asset under the Deed then

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
- (c) each person shall be deemed to have confirmed the Security Interest granted by the others.

3. At any time whilst a Default is continuing

- (a) the Lender may convert any floating charge created by the Deed into a fixed charge, and
- (b) each Chargor shall, on request of the Lender, procure an absolute assignment of the Relevant Contracts.

4. Each Chargor shall execute and do at its own cost and in such form as reasonably required by the Lender

- (a) such further additional mortgages, charges, assignments, transfers and conveyances, and
  - (b) such assurances, deeds, documents, acts and things,
- as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

5 If the Lender so requests, each Chargor shall:

- (a) serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice; and
- (b) affix or indorse (as appropriate) a notice of the security intended by the Deed on any Charged Asset,

in both cases in the form set out in Schedule 3, Part 1 (Notices) of the Deed in respect of contracts and Schedule 3 Part 2 (Part A - Notice of account assignment) of the Deed in respect of the Accounts (with such amendments as the Lender may agree)

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<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Short particulars

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- 6 The Deed incorporates an undertaking from the Facility Agreement that each Chargor shall not create or permit to subsist any Security Interest over any of its assets (except for any Permitted Security Interest as defined in the Facility Agreement)
7. The Deed incorporates an undertaking from the Facility Agreement that each Chargor shall not sell, lease, transfer or otherwise dispose of any asset, or business, undertaking or any investment of any nature (except as permitted by the Facility Agreement)
- 8 The Deed contains or incorporates the following definitions:
- "Accounts"** means the Development Account, the Interest Security Deposit Account, the Operating Deposit Account, the Cost and Interest Overrun Deposit Account, the Rent Account, the Retentions Account, the Rectification Account (all as defined in the Facility Agreement) and such other accounts maintained by the Borrower under the Finance Documents.
- "Borrower"** means Signature of Hindhead (Property) Guernsey Limited (registered in the Island of Guernsey with number 48775).
- "Building Contract"** means a building contract for the construction of the Development and each and every contract, bond or guarantee directly relating to the Development in which the Borrower has any benefit
- "Business"** means as appropriate:
- (a) in relation to the Borrower, the owning of the Property and up until the date of Practical Completion, the business of carrying out the Development,
  - (b) in relation to the Guarantor, from Practical Completion, the business of running the Senior Living Accommodation from the Property
- "Charged Assets"** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them
- "Chargors"** means Signature of Hindhead (Property) Guernsey Limited and Signature of Hindhead (Operations) Limited.
- "Collateral Warranty"** means a collateral warranty in such form as the Lender may approve in writing
- "Default"** means any Event of Default or event or circumstance specified in Clause 26 (*Events of Default and Acceleration*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.
- "Development"** means the construction (including preparatory works, carparking, landscaping, access and all other facilities) on the Property of the Senior Living Accommodation.
- "Development Documents"** means each and all of:
- (a) the Building Contract,
  - (b) the Professional Contracts,
  - (c) the Collateral Warranties, and

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Short particulars

(d) any other contracts entered into by the Borrower in connection with the Development

**"Development Management Agreement"** means the development management agreement dated on or about the date of the Facility Agreement and entered into between the Borrower and Signature Senior Lifestyle Developments Limited (company number 05640290)

**"Event of Default"** means any event or circumstance specified in Clause 26 (*Events of Default and Acceleration*) of the Facility Agreement (whether or not declared).

**"Facility Agreement"** means a facility agreement dated 30 April 2010 and made between the Borrower (1) the Guarantor (2) and the Lender (3) and any agreement entered into under or supplemental to it or amending, restating or novating it

**"Finance Document"** means each of the Facility Agreement, and also each Security Document, the Intercreditor Deed, the Duty of Care Agreement (once entered into), the Development Manager Termination Letter, the Hedging Arrangement, each Utilisation Request (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party (as defined in the Facility Agreement) and the Lender

**"Guarantor"** means Signature of Hindhead (Operations) Limited (registered in England and Wales with number 7173728)

**"Hedging Counterparty"** means Barclays Bank PLC in its role as hedging counterparty or any other counterparty to a Hedging Arrangement

**"Hedging Arrangement"** means any derivative transactions entered into by the Borrower with a Hedging Counterparty, including but not limited to any interest rate derivatives and inflation derivatives

**"Intellectual Property"** means any rights in respect of any patent, copyright, trade mark, trade name, service mark, invention, design, know-how, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application relating to any of the foregoing

**"Investments"** means the existing or future interest of the relevant person in:

- (a) the entire issued share capital of the Guarantor,
  - (b) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and
  - (c) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment

**"Licences"** means each and all of the grants, authorities, licences, quotas, certificate, justices and exercise licences, now or in the future attached to the Business.

**"Occupational Lease"** means any leases and/or agreement for lease and/or licence or other occupational interest subject to which a Chargor's interest in the Property is held now or in the future including any guarantee and rent or licence fee deposit arrangements entered into under the terms of them.

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Operating and Development Management Agreement"</b> means, in accordance with clause 23.18 of the Facility Agreement, the Operator's Agreement and the Development Management Agreement</p> <p><b>"Operating Income"</b> means all revenue and income of the Business of the Guarantor.</p> <p><b>"Operator's Agreement"</b> means the operator's agreement to be dated on or about the date of Practical Completion and entered into between the Guarantor and Signature Senior Lifestyle Operations Limited (company number 06827497)</p> <p><b>"Practical Completion"</b> means practical completion of the whole of the Development as certified by the Employer's Agent (as defined in the Facility Agreement).</p> <p><b>"Professional Contracts"</b> means each and all of the contracts in which the Borrower has any benefit now or in future with the Professional Team (as defined in the Facility Agreement) in respect of, and which directly relate to, the Property and/or the Development, including the engagements with the Professional Team and all bonds or guarantees relating to the performance of all or any of those contracts</p> <p><b>"Property"</b> means the property details of which are set out the Schedule below including all.</p> <ul style="list-style-type: none"> <li>(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;</li> <li>(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and</li> <li>(c) easements, access-rights, rights of way, wayleaves and rights attaching to it</li> </ul> <p><b>"Relevant Contracts"</b> means each and all of</p> <ul style="list-style-type: none"> <li>(a) the Transaction Documents (other than the Finance Documents),</li> <li>(b) each contract in respect of any disposal of any Charged Asset,</li> <li>(c) the Licences,</li> <li>(d) any managing agent's agreement; and</li> <li>(e) all other agreements, in which a Chargor has an interest,</li> </ul> <p>in each case, including any guarantees or sureties entered into in respect of them</p> <p><b>"Residential Licences"</b> means licences not creating any security of tenure and made in the ordinary course of the Business of the Guarantor</p> <p><b>"Security Interest"</b> means any mortgage, pledge, lien, charge, security, assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.</p> <p><b>"Senior Living Accommodation"</b> means the 97 Unit (or such other number of Units as may be notified to the Lender by the Borrower in accordance with the Building Contract and approved by the Lender) retirement accommodation and the Care Home at the Property</p>	

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**Particulars of a mortgage or charge**

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**"Transaction Documents"** means each and all of:

- (a) the Occupational Leases;
- (b) the Residential Licences,
- (c) the Finance Documents;
- (d) the Development Documents,
- (e) the Operating and Development Management Agreement,
- (f) contracts in connection with any disposal expressly permitted by the terms of the Facility Agreement,
- (g) the development contracts contemplated by Clause 24 (*Development Covenants*) of the Facility Agreement; and
- (h) any other contracts so designated by the Borrower and the Lender

**"VAT"** means value added tax or any similar or substitute tax.

**SCHEDULE**

**Property**

Expedier House, Portsmouth Road, Hindhead GU26 6TJ registered at the Land Registry under title number SY773521.



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

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

**COMPANY NO. 7173728  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 APRIL 2010  
AND CREATED BY SIGNATURE OF HINDHEAD (OPERATIONS)  
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM EACH CHARGOR TO BARCLAYS BANK PLC AND/OR THE  
HEDGING COUNTERPARTY 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 11 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2010



*Companies House*  
— for the record —

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SA*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES