

MR01

Particulars of a charge

129904/117

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

WEDNESDAY



A06 *A42FVOEP* #187
04/03/2015
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 5 6 4 0 2 9 6

Company name in full Signature Senior Lifestyle Finance Limited

0006

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 5 0 2 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Revera UK Holdings Ltd

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Traves Smith LLP* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Nihaal Khanna**Company name **Travers Smith LLP**Address **10 Snow Hill**Post town **London**

County/Region

Postcode

E	C	1	A		2	A	L
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Country

DX

Telephone **0207 295 3031****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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5640296

Charge code. 0564 0296 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2015 and created by SIGNATURE SENIOR LIFESTYLE FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2015.

⑨

Given at Companies House, Cardiff on 11th March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL SAVE TO THE EXTENT REDACTED
AS PERMITTED BY SECTION
859G OF THE COMPANIES ACT 2006.

Travers Smith LLP 26/02/2015

ACCESSION DEED TO THE SECURITY AGREEMENT

THIS ACCESSION DEED is made on *25 February* 2015

BY:

- (1) **EACH PARTY LISTED IN SCHEDULE 1** (each an "Additional Chargor"),
- (2) **SSL Group (UK) Ltd** (the "Obligor's Agent") for itself and as agent for and on behalf of each of the existing Chargors, and
- (3) **REVERA UK HOLDINGS LTD**, a corporation incorporated under the laws of the Province of Ontario, Canada, having its registered office at 55 Standish Court, 8th Floor, Mississauga, Ontario, L5R 4B2, Canada with Ontario corporation number 002449518 (the "Lender")

BACKGROUND.

This Deed is supplemental to a Security Agreement dated 22 January 2015 between among others, the Obligor's Agent and the Lender (the "Security Agreement")

IT IS AGREED AS FOLLOWS.

- 1 Unless defined in this Accession Deed or the context otherwise requires, a term defined in the Security Agreement or in any other Finance Document has the same meaning in this Accession Deed or any notice given under or in connection with this Accession Deed
- 2 Each Additional Chargor hereby agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party thereto as a Chargor Accordingly, without prejudice to the foregoing, each Additional Chargor hereby
 - (a) as primary obligor covenants with the Lender that it shall, on demand of the Lender, pay, discharge and satisfy the Secured Obligations to the extent any such sums are due and payable under or pursuant to the terms of the Finance Documents,
 - (b) subject to paragraph 3 below, as continuing security for the payment and discharge of the Secured Obligations, each Additional Chargor charges (subject to any security created pursuant to the Senior Finance Documents) in favour of the Lender with full title guarantee in favour of the Lender
 - (i) by way of first legal mortgage, its Mortgaged Property ,
 - (ii) by way of first fixed charge, all of its rights, title and interest from time to time in and to
 - (1) all its Real Estate to the extent not validly and effectively charged by way of first legal mortgage pursuant to paragraph (i) above,

- (2) its Tangible Moveable Property and all Ancillary Rights (to the extent not assigned pursuant to paragraph 3 below),
 - (3) its Bank Accounts (to the extent not assigned pursuant to paragraph 3 below),
 - (4) any contract or agreement to which it is a party (to the extent not assigned pursuant to paragraph 3 below),
 - (5) its Monetary Claims (to the extent not assigned pursuant to paragraph 3 below),
 - (6) its Investments together with all Ancillary Rights,
 - (7) its Shares together with all Ancillary Rights,
 - (8) its Intellectual Property,
 - (9) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and
 - (10) any goodwill, rights and claims in relation to the uncalled capital of that Chargor, and
- (c) *as further continuing security for the payment and discharge of the Secured Obligations, each Additional Chargor charges with full title guarantee (and for assets in Scotland with absolute warrandice) (subject to any security created pursuant to the Senior Finance Documents) by way of first floating charge in favour of the Lender all of its present and future assets and undertaking (including all present and future assets and undertaking of that Additional Chargor located in Scotland or otherwise governed by Scots law),*

subject,

- (i) in the case of the Offshore LPs and Signature SLP GP Limited, to consent being obtained to the grant of such security from each limited partner of a Development Partnership or any other person which is necessary to grant the security over its rights in a Primary Agreement or in a Development Partnership, and
 - (ii) in the case of Signature Senior Lifestyle Operations Limited, to consent being obtained from the relevant counterparties under the Operating and Care Agreements, other than in respect of its Bank Accounts, which shall be subject to the security created under this deed on and from the date of this deed
- 3 On and after the Senior Discharge Date, as continuing security for the payment and discharge of the Secured Obligations, each Additional Chargor assigns and agrees to assign absolutely, with full title guarantee to the Lender the Benefit of
- (a) the proceeds of each Insurance Policy of that Additional Chargor and all Ancillary Rights,

- (b) each of its Bank Accounts, and
 - (c) each Primary Agreement to which it is a party
- 4 Each Additional Chargor acknowledges its obligations to undertake certain actions on the date of this Accession Deed under clause 6 (*Asset specific requirements*) of the Security Agreement and hereby makes all of the representations and warranties set out in clause 10 (*Representations and warranties*) of the Security Agreement, provided that, for the purposes of the representation and warranty set out in paragraph (c) of clause 10.2 (*Representations and warranties*) of the Security Agreement, the Chargor's Bank Accounts, Primary Agreements, Shares which have a *lex situs* in England or Wales are set out in Schedule 2 to this Accession Deed
- 5 The existing Chargors hereby agree to the terms of this Accession Deed
- 6 Each Additional Chargor irrevocably appoints the Obligor's Agent as its agent for the purpose of executing any future Accession Deed on its behalf pursuant to paragraph (a) of clause 20 (*Miscellaneous*) of the Security Agreement and sets out below its contact details for notices pursuant to paragraph (e) of clause 20 (*Miscellaneous*) of the Security Agreement
- Address Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire,
HP9 1JJ
- Fax No +44 (0) 149468 3683
- Email aidan.roche@signatures1.co.uk
- Attention Aidan Roche
- 7 The provisions of clause 21 (*Governing Law and Enforcement*) (including, for the avoidance of doubt, paragraph (c)) of the Security Agreement shall apply to this Deed *mutatis mutandis*

Schedule 1 to the Accession Deed

The Additional Chargers

Company name	Registered number	Registered office
Signature Senior Lifestyle Holdings Limited	05608415	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Finance Limited	05640296	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Limited	05640299	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Developments Limited	05640290	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Operations Ltd	06827497	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Investments I Ltd	07385431	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Investments II Limited	07842348	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature Senior Lifestyle Investments III Ltd	08802536	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
Signature at Loxley Park (Homecare) Limited	05678053	Grosvenor House, Horseshoe Crescent, Beaconsfield, Buckinghamshire, HP9 1LJ
SSL Investments (DP1) LP, a limited partnership established under the laws of Scotland	SL019547	5 th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL
SSL Investments (DP2) LP, a limited partnership established under the laws of Scotland	SL019548	5 th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL
SSL Investments (DP3) LP, a limited partnership established	SL019549	5 th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL

Company name	Registered number	Registered office
under the laws of Scotland		
Signature SLP GP Limited, a private limited company incorporated under the laws of Scotland	SC497155	5 th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL

Schedule 2 to the Accession Deed

Part 1 - Bank Accounts

The Accounts		
Account holder	Account number	Account Bank branch address and sort code
Signature Senior Lifestyle Holdings Limited		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Finance Limited		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Limited		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Developments Limited		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Operations Ltd		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature at Loxley Park (Homecare) Ltd		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Investments Ltd		Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB

Signature Senior Lifestyle Investments II Limited			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature Senior Lifestyle Investments III Limited			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature SLP GP Limited			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature SLP GP Limited, a private limited company incorporated under the laws of Scotland as general partner for SSL Investments (DP1) LP			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature SLP GP Limited, a private limited company incorporated under the laws of Scotland as general partner for SSL Investments (DP2) LP			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]
Signature SLP GP Limited, a private limited company incorporated under the laws of Scotland as general partner for SSL Investments (DP3) LP			Barclays Bank plc 21 Churchill Place, Leicestershire, LE87 2BB [REDACTED]

Part 2 – Primary Agreements

1 Development Management Agreements

- (a) the Development Management Agreement dated 20 July 2012 between Signature of Hertford (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited,
- (b) the Development Management Agreement dated 7 February 2013 between Signature of Sunninghill (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited,
- (c) the Development Management Agreement dated 30 January 2014 between Signature of Ickenham (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited,
- (d) the Development Management Agreement dated 30 January 2014 between Signature of Reigate (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited,
- (e) the Development Management Agreement dated 30 January 2014 between Signature of St Albans (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited,
- (f) the Development Management Agreement dated 30 January 2014 between Signature of Wokingham (Property) Guernsey Limited and Signature Senior Lifestyle Developments Limited, and
- (g) the Development Management Agreement dated 30 January 2014 between Signature of Camberley (Property) Guernsey Ltd and Signature Senior Lifestyle Developments Limited

2 Operating Care and Management Agreements

- (a) the Operating Care and Management Agreement dated 29 July 2013 between Signature of Brentwood (Operations) Limited and Signature Senior Lifestyle Operations Ltd,
- (b) the Operating Care and Management Agreement dated 20 June 2014 between Signature of Coombe (Operations) Limited and Signature Senior Lifestyle Operations Ltd,
- (c) the Operating Care and Management Agreement dated 30 January 2012 between Signature of Hindhead (Operations) Limited and Signature Senior Lifestyle Operations Ltd,
- (d) the Operating Care and Management Agreement dated 15 December 2014 between Signature of Fpsom (Operations) Limited and Signature Senior Lifestyle Operations Ltd, and

- (e) the Operating Care and Management Agreement dated 11 July 2014 between Signature of Marlow (Operations) Limited and Signature Senior Lifestyle Operations Ltd

3 Development Partnership Agreements

- (a) Limited Partnership Agreement relating to SSL Partners I LP dated 22 October 2010, as amended and restated on 24 February 2012 between amongst others Signature Senior Lifestyle GP I LLP, Signature Senior Lifestyle Investments I Ltd (interest transferred to SSL Investments (DP1) LP by an agreement for the transfer of a limited partnership interest dated 13 February 2015) and Signature Senior Lifestyle Investment Management Limited,
- (b) Limited Partnership Agreement relating to SSL Partners II LP dated 22 November 2011, as amended and restated on 20 July 2012 and 21 December 2012 between amongst others Signature Senior Lifestyle GP II LLP, Signature Senior Lifestyle Investments II Limited (interest transferred to SSL Investments (DP2) LP by an agreement for the transfer of a limited partnership interest dated 13 February 2015), Signature Senior Lifestyle Investment Management Limited and Mountain Halla (FLP GP) LLP, and
- (c) Limited Partnership Agreement relating to SSL Partners III LP dated 19 December 2013 between among others, Signature Senior Lifestyle GP III LLP, Signature Senior Lifestyle Investments III Ltd (interest transferred to SSL Investments (DP3) LP by an agreement for the transfer of a limited partnership interest dated 13 February 2015), Signature Senior Lifestyle Investment Management Limited and Quivercourt

Part 3 - Shares

Additional Chargor	Name of company in which shares are held	Number of shares held	Issued share capital and class
Signature Senior Lifestyle Holdings Limited	Signature Senior Lifestyle Finance Limited	43,265,785	£43,265,785 made up of 2 A ordinary shares of £1 each and 43,265,783 B ordinary shares of £1 each
Signature Senior Lifestyle Holdings Limited	Signature SLP GP Limited	2	£2 made up of 2 ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Operations Ltd	2	£2 made up of 2 ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Developments Limited	2	£2 made up of 2 A ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Limited	2	£2 made up of 2 A ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Investments I Ltd	2	£2 made up of 2 ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Investments II Limited	2	£2 made up of 2 ordinary shares of £1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Investments III Ltd	2	£2 made up of 2 ordinary shares of £1 each
Signature Senior Lifestyle Finance	Signature Lessee Limited	2	£2 made up of 2 ordinary shares of

Additional Charge	Name of company in which shares are held	Number of shares held	Issued share capital and class
Limited			£1 each
Signature Senior Lifestyle Finance Limited	Signature Senior Lifestyle Investment Management Limited	77,002	£77,002 made up of 77,002 ordinary shares of £1 each

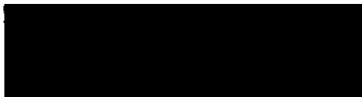
THIS ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Obligor's Agent and each Additional Chargor and has been signed by the Lender on the date written on the first page of this Accession Deed

The Obligor's Agent

EXECUTED as a **DEED** by **SSL GROUP (UK) LIMITED** acting by a director in the presence of



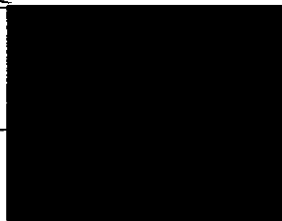
Signature of Director



Signature of witness

Kern Simpson
Name of witness

Address of witness



Director
Occupation of witness

The Additional Chargors

EXECUTED as a **DEED** by
SIGNATURE SENIOR LIFESTYLE
HOLDINGS LIMITED acting by a
director in the presence of

Signature of Director

Signature of witness

Ken Jackson
Name of witness

Address of witness

Travis Jackson
Occupation of witness

EXECUTED as a **DEED** by
SIGNATURE SENIOR LIFESTYLE
FINANCE LIMITED acting by a director
in the presence of

Signature of Director

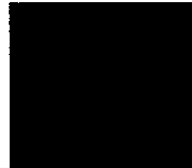
Signature of witness

Ken Jackson
Name of witness

Address of witness

Travis Jackson
Occupation of witness

EXECUTED as a DEED by
SIGNATURE SENIOR LIFESTYLE
LIMITED acting by a director in the
presence of



Signature of Director

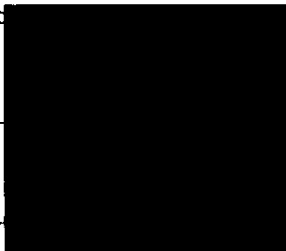


Signature of witness

KRISHN SUNDARAM
Name of witness

Address of witness

TRAVEL AGENT
Occupation of witness



EXECUTED as a DEED by
SIGNATURE SENIOR LIFESTYLE
DEVELOPMENTS LIMITED acting
by a director in the presence of



Signature of Director

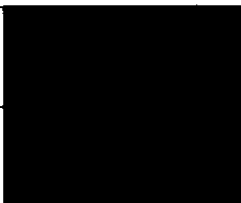


Signature of witness

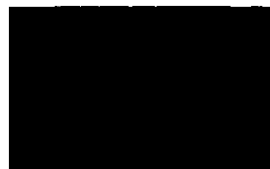
KRISHN SUNDARAM
Name of witness

Address of witness

TRAVEL AGENT
Occupation of witness



EXECUTED as a DEED by
SIGNATURE SENIOR LIFESTYLE
OPERATIONS LTD acting by a director
in the presence of



Signature of Director



Signature of witness

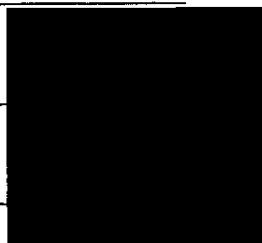
KRISH SUNDARAM

Name of witness

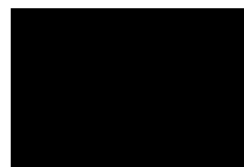
Address of witness

TRAINER JOURNAL

Occupation of witness



EXECUTED as a DEED by
SIGNATURE SENIOR LIFESTYLE
INVESTMENTS I LTD acting by a
director in the presence of



Signature of Director



Signature of witness

KRISH SUNDARAM

Name of witness

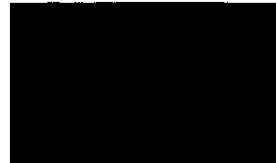
Address of witness

TRAINER JOURNAL

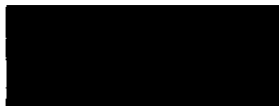
Occupation of witness



EXECUTED as a **DEED** by
**SIGNATURE SENIOR LIFESTYLE
INVESTMENTS II LIMITED** acting by
a director in the presence of



Signature of Director



Signature of witness

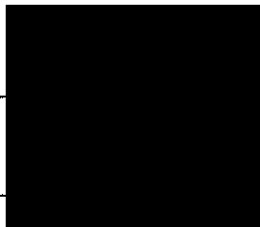
KEVIN SUSPENSE

Name of witness

Address of witness

TRANCE JOLICHOVE

Occupation of witness



EXECUTED as a **DEED** by
**SIGNATURE SENIOR LIFESTYLE
INVESTMENTS III LTD** acting by a
director in the presence of



Signature of Director



Signature of witness

KEVIN SUSPENSE

Name of witness

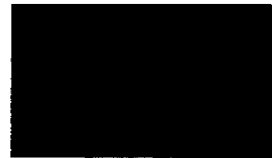
Address of witness

TRANCE JOLICHOVE

Occupation of witness



EXECUTED as a **DEED** by
SIGNATURE AT LOXLEY PARK
(HOMECARE) LIMITED acting by a
director in the presence of



Signature of Director



Signature of witness

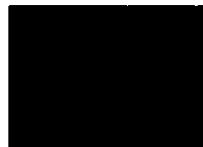
Karen Swanson
Name of witness

Address of witness

Travis D. Swanson
Occupation of witness



EXECUTED as a **DEED** by **SSL**
Investments (DP1) LP acting by its
general partner, **SIGNATURE SLP GP**
LIMITED, acting by a director in the
presence of



Signature of Director

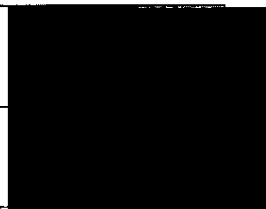


Signature of witness

Karen Swanson
Name of witness

Address of witness

Travis D. Swanson
Occupation of witness



EXECUTED as a DEED by SSL Investments (DP2) LP acting by its general partner, **SIGNATURE SLP GP LIMITED**, acting by a director in the presence of



Signature of Director



Signature of witness

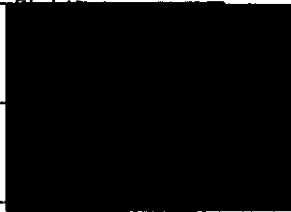
Kerim Swaminathan

Name of witness

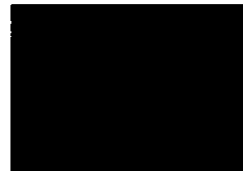
Address of witness

Director


Occupation of witness



EXECUTED as a DEED by SSL Investments (DP3) LP acting by its general partner, **SIGNATURE SLP GP LIMITED**, acting by a director in the presence of



Signature of Director



Signature of witness

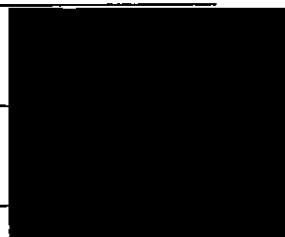
Kerim Swaminathan

Name of witness

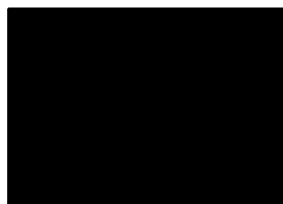
Address of witness

Director

Occupation of witness



EXECUTED as a **DEED** by
SIGNATURE SLP GP LIMITED acting
by a director in the presence of



Signature of Director



Signature of witness

Kem Suopem

Name of witness

Address of witness

Theresa Johnson

Occupation of witness



The Lender

SIGNED by
REVERA UK HOLDINGS LTD

)
)
)

Authorised signatory

EXECUTED as a DEED by
SIGNATURE SLP GP LIMITED acting
by a director in the presence of

Signature of Director

Signature of witness

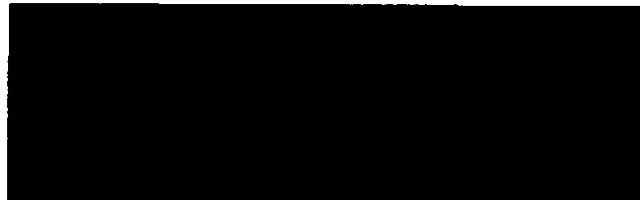
Name of witness

Address of witness

Occupation of witness

The Lender

SIGNED by,
REVERA UK HOLDINGS LTD



Authorised signatory

FRANK CERRONE
Senior Vice President
General Counsel and Secretary