

# MR01

## Particulars of a charge

496026/13



Companies House

**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](http://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 there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
scanned and placed on the public record

FRIDAY



\*A290SGCI\*

A18

24/05/2013

#241

COMPANIES HOUSE

### 1 Company details

Company number ☒ 6 6 2 2 2 3 1

Company name in full  
McCARTHY & STONE RETIREMENT LIFESTYLES LIMITED  
("THE CHARGOR")

85 ☐ ☐ 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 <sup>d</sup>0 <sup>d</sup>8 <sup>m</sup>0 <sup>m</sup>5 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>3

### 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 THE BANK OF NEW YORK MELLON, LONDON BRANCH

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

ALL AND WHOLE (1) THE SUBJECTS AT 81-87 HIGH STREET, LINLITHGOW AND (2) THE SUBJECTS AT THE REAR OF 67 HIGH STREET, LINLITHGOW, BEING THE WHOLE SUBJECTS REGISTERED OR CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN31426

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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### Trustee statement <sup>1</sup>

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

☐

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

9

### Signature

Please sign the form here

Signature

Signature

X



X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **ANTHONY McEWAN**

Company name **DWF LLP**

Address **DALMORE HOUSE**

**310 ST VINCENT STREET**

Post town **GLASGOW**

County/Region **LANARKSHIRE**

Postcode **G 2 5 Q R**

Country **SCOTLAND**

DX **DX GW9, GLASGOW**

Telephone **0141 228 8000**



### 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](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)**



**FILE COPY**

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

Company number: 6622231

Charge code: 0662 2231 0085

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2013 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2013


*De*

Given at Companies House, Cardiff on 31st May 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CERTIFIED A TRUE AND COMPLETE  
COPY OF THE ORIGINAL

  
FOR DWF LLP

STANDARD SECURITY

by

McCARTHY & STONE RETIREMENT  
LIFESTYLES LIMITED  
as the Chargor

in favour of

THE BANK OF NEW YORK MELLON,  
LONDON BRANCH  
as Security Agent for the Secured Parties

2013

SUBJECTS Subjects at (i) 81-87 High Street, Linlithgow and (ii) subjects to the rear of 67 High Street, Linlithgow

DWF LLP  
FAS 1434

DM32 19858001

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## STANDARD SECURITY

by

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED**, a company incorporated under the Companies Acts with registered number (6622231) and having its registered office at Homelife House, 26-32 Oxford Road, Bournemouth, Dorset BH8 8EZ ("the Chargor")

in favour of

- (2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, a company incorporated in the State of New York and registered as a foreign company in England and Wales (Company Number FC005522) and having a branch at One Canada Square, London E14 5AL, as security agent for the Secured Parties as defined in the Facilities Agreement referred to below ("the Security Agent")

### CONSIDERING THAT -

- (i) the Secured Parties have agreed or will agree to make certain facilities available to the Chargor,
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Security Agent this standard security

### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS -

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 In this Standard Security -

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in London and Edinburgh and on which sterling deposits may be dealt in on the London interbank market,

**"Debenture"** means the fixed and floating security agreement dated 24 April 2009 made between, among others, the Chargor and the Security Agent,

**"Facilities Agreement"** means the £539,500,000 facilities agreement dated 18 May 2009 between, among others, each Chargor, the Lenders named in that agreement, the Bank of New York Mellon, London Branch as Agent, Bank of Scotland plc as Issuing Bank and the Bank of New York Mellon, London Branch as Security Agent,

**"Person"** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality),

**"Secured Liabilities"** means all present and future monies, debts and liabilities due, owing or incurred by the Chargor to -

- (i) any Finance Party under or in connection with any Finance Document, and
- (ii) any Hedge Counterparty under or in connection with any Hedge Agreement,

(in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),

**"the Security Subjects"** means ALL AND WHOLE (i) the subjects at 81-87 High Street, Linlithgow, and (ii) the subjects at the rear of 67 High Street, Linlithgow, being the whole subjects registered or currently undergoing registration in the Land Register of Scotland under Title Number WLN31426,



- 1 2 Unless otherwise stated or referred to in Clause 1 1, terms and expressions defined in the Facilities Agreement shall have the same meaning in this Standard Security
- 1 3 The expressions "the Chargor", "the Security Agent" and "the Secured Parties" shall include the permitted successors, assignees and transferees of the Chargor, the Security Agent and the Secured Parties and, in the case of the Security Agent, shall include any Person that is for the time being the Security Agent under the Facilities Agreement
- 1 4 Any reference to, or to any specified provision of, this Standard Security, any other Finance Document or any other agreement or instrument shall be construed as reference to, or to such specified provision of, this Standard Security, such other Finance Document or such other agreement or instrument as in force for the time being and as amended, extended or restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument
- 1 5 Except as otherwise expressly provided for above, the provisions of clause 1 2 of the Facilities Agreement shall apply to this Standard Security, *mutatis mutandis*, as if the same had been set out in full in this Standard Security

## 2 BOND

The Chargor undertakes to the Security Agent that it will pay or discharge to the Security Agent all the Secured Liabilities when due in accordance with their terms, or if they do not specify a time for payment immediately on demand by the Security Agent

## 3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Agent (as trustee for the Secured Parties) over the Security Subjects

## 4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied as follows -

- 4 1 that wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facilities Agreement,
- 4 2 that the Chargor shall not create or agree to create any other standard security over the Security Subjects or any other form of security interest in or to the Security Subjects or any part thereof, and
- 4 3 that wherever and to the extent that the standard conditions are inconsistent with the provisions of Clause 7, Clause 12 or Clause 13 of the Debenture (*mutatis mutandis*), the provisions of Clause 7, Clause 12 or Clause 13 (as the case may be) of the Debenture (*mutatis mutandis*) shall prevail and to that extent the Standard Conditions shall be deemed to be varied by the provisions of Clause 7, Clause 12 and Clause 13 of the Debenture (*mutatis mutandis*)

## **5 NOTICE OF SUBSEQUENT CHARGE**

If the Security Agent or any other Secured Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Agent and each other Secured Party may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Agent or such other Secured Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Security Agent (whether in its capacity as Agent or otherwise) or to another Secured Party shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Agent or such Secured Party at the time the notice was received

## **6 APPLICATION OF ENFORCEMENT PROCEEDS**

6.1 All monies received by the Security Agent under or by virtue of this Standard Security following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to the claims of the Security Agent under this Standard Security, in the order provided for in Clause 17 of the Debenture

6.2 Nothing contained in this Standard Security shall limit the right of the Security Agent (and the Chargor acknowledges that the Security Agent is so entitled) if and for so long as the Security Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Standard Security into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities

## **7 ASSIGNATION BY THE SECURITY AGENT**

The Security Agent may assign and transfer all of its rights and obligations under this Standard Security to a replacement Security Agent appointed in accordance with the terms of the Facilities Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as Agent for the Lenders for the purposes of this Standard Security in place of the previous Security Agent

## **8 MISCELLANEOUS**

The provisions of Clauses 7, 21, 22, 23, 24, 25, 26 and 27 of the Debenture shall be deemed to be incorporated into this Standard Security (*mutatis mutandis*) as if the said Clauses (*mutatis mutandis*) had been set out in full in this Standard Security and in relation to Clause 7 of the Debenture all references to Deed of Release shall be deemed to include, in addition, discharges or deeds of restriction of standard securities in relation to the Chargor's Real Property situated in Scotland

## **9 NOTICES**

The provisions of Clause 19.6 (*electronic communication*) and Clause 19.7 (*Electronic communication liability*) of the Intercreditor Agreement shall apply to this Standard Security as incorporated therein with all necessary changes so that it applies to communications between the Security Agent and the Chargor or between the Security Agent and the Lenders

**GOVERNING LAW AND JURISDICTION**

This Standard Security shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction

**11 WARRANTICE AND CONSENT TO REGISTRATION**

11.1 The Chargor hereby grants warrantice

11.2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Standard Security and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages and the plan annexed and executed as relative hereto are executed as follows -

SUBSCRIBED for and on behalf of  
the said McCarthy & Stone Retirement  
Lifestyles Limited

at Bournemouth

on 29.04.13

by NICK MADDOCK

Print Full Name DIRECTOR

before this witness

DEBORAH PRICE

Print Full Name

Address

HOMELIFE HOUSE

26-32 OXFORD ROAD

BOURNEMOUTH

BH8 8EZ

7 - 2 -

Deb Price

Witness