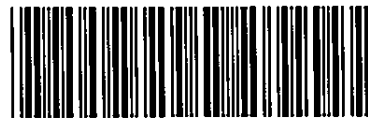


MR01

Particulars of a charge

FRIDAY



S2AYZTXV

SCT

21/06/2013

#139

COMPANIES HOUSE

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

You can use the WebFil
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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
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. This will be
scanned and placed on the public record

1 Company details

Company number 06622231

Company name in full McCarthy & Stone Retirement Lifestyles 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 Charge creation date

Charge creation date 01/06/2013

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

MR01

Particulars of a charge

4

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

Subjects at Balcarres Street, Edinburgh being the subjects registered or currently undergoing registration in the Land Register of Scotland under Title Number MID34045

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

MR01

Particulars of a charge

8

Trustee statement¹

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 

FOR DWF LLP

X

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

MRO1

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 Emma Fern (AVM/ELXF/M200 3117)

Company name DWF LLP

Address Dalmore House

310 St Vincent Street

Post town Glasgow

County/Region

Postcode

G 2 5 Q R

Country Scotland

DX GW 9 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 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: 6622231

Charge code: 0662 2231 0086

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th June 2013 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2013.

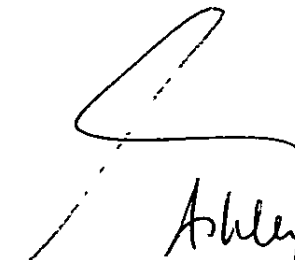
A handwritten signature in black ink, consisting of a stylized 'M' and 'S'.

Given at Companies House, Cardiff on 1st July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

True And Certified Copy



Ashleigh Farnell
Solicitor Glasgow
20 June 2013.

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 Balcarres Street, Edinburgh

DWF LLP
FAS 1434

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 the subjects at Balcarres Street, Edinburgh, being the whole subjects registered or currently undergoing registration in the Land Register of Scotland under Title Number MID34045,

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

10 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 09.05.13.

by NICK MADDOCK.

Print Full Name

before this witness

DEBORAH PRICE.

Print Full Name

Address

HOMELIFE HOUSE

26-32 OXFORD RD.

BOURNEMOUTH.

B48 8EZ.

[REDACTED]

[REDACTED]

Witness

[REDACTED]

[REDACTED]

- 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*)

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