Registration of a Charge

Company name: MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED

Company number: 06622231

Received for Electronic Filing: 06/03/2017



Details of Charge

Date of creation: 25/02/2017

Charge code: 0662 2231 0124

Persons entitled: JOYCE AUDREY LAUGHLIN

Brief description: ALL AND WHOLE THE SUBJECTS AT 8 SWITCHBACK ROAD,

BEARSDEN, GLASGOW, G61 1AA AND BEING THE SUBJECTS

REGISTERED IN THE LAND REGISTER FOR SCOTLAND UNDER TITLE

NUMBER DMB49798

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT

DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION

IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: MARC PEEBLES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6622231

Charge code: 0662 2231 0124

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2017 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2017.

Given at Companies House, Cardiff on 7th March 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





True And Certified Copy

MARCHERUS, DWF LLP, 6.3.2017.

WE, MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED (registered number 06622231) incorporated under the Companies Acts, having their Registered Office at Fourth Floor, 100 Holdenhurst Road, Bournemouth, Dorset BH8 8AQ (hereinafter referred to as the "Debtor") hereby in security of all sums of money due and that may become due in terms of Condition 4 of the Offer to Amend dated 8th February 2017 forming part of the missives between Miller Samuel Hill Brown on behalf of Joyce Audrey Laughlin residing at 8 Switchback Road, Bearsden, Glasgow G61 1AA (hereinafter referred to as the "Creditors") and DWF LLP on behalf of the Debtors dated 24th and 25th February 2016 and 8th and 9th February 2017 (hereinafter referred to as the "Missives"), and which sums due and to become due by and obligations undertaken by the Debtor as aforesaid are hereinafter referred to as the "Indebtedness" hereby in security of the Indebtedness grant a Standard Security in favour of the Creditors over ALL and WHOLE the subjects at 8 Switchback Road, Bearsden, Glasgow G61 IAA and being the subjects registered in the Land Register for Scotland under Title Number DMB49798 (which subjects hereby secured are hereinafter referred to as the "Security Subjects"); And the standard conditions specified in Schedule 3 to the Conveyancing & Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being (hereinafter referred to as the "Standard Conditions") shall apply and the Debtor and the Creditors agree (First) for the purposes of this Standard Security, the definitions in Schedule 3 shall have effect and any reference to the Security Subjects shall include a reference to any part or parts thereof, where any conflict between (a) the said Standard Conditions and (b) the conditions contained in this Standard Security or the Missives shall arise, the Standard Security and the Missives shall prevail and shall have effect in preference to the Standard Conditions (Second) any notice, request or consent under this Standard Security shall be in writing. Any notice to the Debtor shall be sufficiently served if sent by recorded delivery post to the Debtor's registered office or to such other address as the Debtor may specify for such purposes; any notice to the Creditors shall be sufficiently served if sent by recorded delivery post to the Creditors' registered office or to such other address as the Creditors may specify for such purpose; any notice sent by recorded delivery post shall be deemed to have been duly served at the expiry of two working days after posting; in proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Debtor or the Creditors (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed (Third) Standard Condition 12 shall be varied to the effect that the Debtor shall not be responsible for the Creditor's expenses in the preparation, execution and discharge of the Standard Security and the discharge thereof (Fourth) it is an obligation on us, the Debtor, not to create or agree to create a subsequent standard security over the Security Subjects or any part of them nor to assign or convey, or transfer title to the Security Subjects to any person without the prior written consent of the Creditors: (Fifth) Standard Condition 2 shall be varied to the extent that the Debtors may carry out any and all demolition or other works for which necessary statutory consents have been obtained

without requiring the consent of the Creditors; (Sixth) Standard Condition 4(c) shall not apply (Seventh) Standard Condition 5(a) shall be amended to the effect that insurance need not be in names of the Creditor nor for market value (Seventh) Standard Conditions 5(b), 5(d) and 5(e) shall not apply; the Debtor grants warrandice; and the Debtor consents/

consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are executed as follows:

SUBSCRIBED for and on behalf of the said MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED:

AL BOURNEMOUTH	*****
On 3th FEBRUARY	2017
by	
1. LI Cay	Director
PATRICK HOLE	Full Name
before this witness	
Mulle	Witness
NICOLA WILLS Carthy & Stone	Full Name
Astirement Lifestyles Ltd	Address
100 Holdenhurst Road Cournemouth BH8 8AQ	