

002405/23

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House



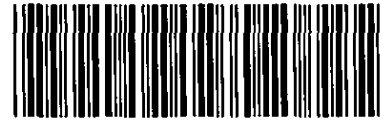
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable w  
Please see 'How to pay

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

☒ **What this form is NO**  
You may not use this fo  
register a charge where  
instrument Use form M

WEDNESDAY



A26 \*A62RMV3X\* 22/03/2017 #176  
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 6 6 2 2 2 3 1

Company name in full McCarthy & Stone Retirement Lifestyles Limited

1125 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 0 3 0 3 2 0 1 7

### 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 Wiltshire Council

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

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### 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

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

Brief description

Freehold land at Browfort, Bath Road, Devizes SN10 2AR

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

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### 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

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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)

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### Signature

Please sign the form here.

Signature

Signature

X *Prahman Lantini, Solicitor*  
*Forward on behalf of 1R Fibres*  
*Solicitor to the Council, Wiltshire Council* 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  
Graham Garrett

Company name  
Wiltshire Council

Address  
County Hall

Bythesea Road

Post town  
Trowbridge

County/Region  
Wiltshire

Postcode  
B A 1 4 7 J N

Country  
England

DX  
116892 TROWBRIDGE 3

Telephone  
01225 718316



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 6622231

Charge code: 0662 2231 0127

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2017 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2017.

Op

Given at Companies House, Cardiff on 28th March 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED

3<sup>RD</sup> MARCH

2017

- (1) WILTSHIRE COUNCIL
- (2) McCARTHY & STONE RETIREMENT  
LIFESTYLES LIMITED

**LEGAL CHARGE**

of


land at Browfort, Bath Road, Devizes SN10 2AT

**Lester Aldridge LLP**  
Solicitors  
Alleyn House  
Carlton Crescent  
Southampton  
SO15 2EU

Tel 023 8082 7400  
Fax 023 8082 7410

E mail [sharon.mays@la-law.com](mailto:sharon.mays@la-law.com)  
Ref. SSM MCC 33.1954

I hereby certify that this copy is a true  
and complete copy of the original  
Dated this 9 day of March 2017

  
Solicitor/Notary  
Lester Aldridge LLP  
Alleyn House 23 - 27 Carlton Crescent  
SOUTHAMPTON SO15 2EU

SCOTT, M. J. & J. E. H. 2012  
University of California, Los Angeles  
Los Angeles, California 90095  
USA  
I hereby certify that this copy is a true  
and complete copy of the original  
United States Patent 7,811,111 B2

THIS LEGAL C  
BETWEEN

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THIS LEGAL CHARGE is made on

3<sup>RD</sup> MARCH

2017

**BETWEEN:-**

- (1) Owner : MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED whose registered office is at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ (company registration number 06622231)
- (2) Chargee : Wiltshire Council whose registered address Wiltshire Council County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 7JN

**BACKGROUND**

- 0 1 By the terms of the Agreement (defined in clause 1 1) the Owner agreed to purchase the Property (defined in clause 1.1).
- 0 2 The purchase price for the Property is £3,425,048.57
- 0 3 The parties have agreed that £1,648,283.78 (the "Deferred Payment") of the purchase price can be deferred.
- 0 4 The Owner has agreed to pay an increased purchase price (the "Additional Payment") if the CIL Payment is reduced prior to payment of the Deferred Payment
- 0 5 It has been agreed by the parties to the Agreement that this Deed would be executed by the Owner in order to secure payment to the Chargee of the Deferred Payment and the Overage Payment
- 0 6 The parties intend insofar as such payments can be secured by way of a charge by way of legal mortgage that such payments will be so secured under the terms of this Deed but insofar as they cannot be so secured that they will be secured by way of an equitable charge

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

In this Deed.

- 1.1. the following words and expressions shall have the following meanings unless otherwise stated.

**Act of Insolvency** : any of the following:

- a. the Owner suspends payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b. the Owner commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a



proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Owner with one or more other companies or the solvent reconstruction of the Owner,

- c an order is made for or in connection with the winding up of the Owner other than for the sole purpose of a scheme for a solvent amalgamation of the Owner with one or more other companies or the solvent reconstruction of the Owner,
- d an order is made for the appointment of an administrator over the Owner;
- e the holder of a qualifying floating charge over the assets of the Owner appoints an administrative receiver,
- f the Owner is struck off from the Register of Companies; or
- g. the Owner otherwise ceases to exist;

**Additional Payment** : If the CIL Payment is reduced, 100% of the amount of the reduction

**Agreement** : an agreement dated 26 February 2016 and made between the Chargee (1) and the Owner (2) in relation to the Property.

**CIL Payment** : £501,470 43 being the Community Infrastructure Levy due to the Council in respect of the Owner's proposed development on the Property.

**Deferred Payment** : £1,648,283.78

**Disposal** : a disposition within the meaning of section 27(2) of the Land Registration Act 2002 (other than an Exempt Disposal).

**Exempt Disposal** : any of the following:

- a any disposal or the grant of any easement or wayleave for nominal consideration for the siting of an electricity substation gas governor pumping station road or other similar service facility or the grant of any easements or rights wholly for the benefit of the development of the Property;
- b. any disposal of amenity areas to a management company;
- c. any disposal of a completed residential dwelling; or
- d the sale of the freehold or leasehold reversion

of more than one residential dwelling which have been fully built out and which has been sold or leased on a long leasehold basis or otherwise

- Interest** : interest at 3% above the base rate from time to time of National Westminster Bank plc calculated on a daily basis during the period beginning on the first day on which the relevant sum is due and ending on the date on which the payment is made whether before or after any judgment and compounded on the usual quarter days.
- Property** : the freehold land at Browfort, Bath Road, Devizes SN10 2AR and registered at the Land Registry with title absolute under title number ~~WT253426~~ *AS WORK PARTICULARLY DESCRIBED IN A TRANSFER OF EVEN DATE MADE BETWEEN THE CHARGE (1) AND THE OWNER (2) OF*
- Working Day** : any day which is not a Saturday or Sunday Christmas Day Good Friday or a statutory bank holiday.

- 1 2. Obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally,
- 1 3. Words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa,
- 1 4. Words importing the singular number include the plural and vice versa,
- 1 5. Clause paragraph and schedule headings are not to affect interpretation,
- 1.6. Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant or other person acting on that party's behalf or under that party's control;
- 1 7. Unless the context otherwise requires a reference to a clause or to a Schedule is a reference to the relevant clause in or Schedule to this Deed and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.
- 1 8. Any references to "liability" include where the context allows claims demands proceedings damages loss costs and expenses.
- 1.9. Any references to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 1 10. If any provision of this Deed is held to be invalid or unenforceable then such provision will (so far as invalid or unenforceable) be given no effect and is deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

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## **2. ADDITIONAL PAYMENT**

If the CIL Payment is reduced the Owner will pay the Chargee the Additional Payment

## **3. COVENANT TO PAY**

3 1 The Owner covenants with the Chargee to pay to the Chargee:

3 1 1 the Deferred Payment on 7 September 2017 and

3 1 2 any Additional Payment within 5 working days of receiving the CIL liability notice from the Council; and

3 1 3 if the Owner fails to make any payment due under this Deed on the due date for payment, the Owner shall pay Interest on that sum or the part of it from time to time outstanding.

## **4. CHARGE**

4 1. The Owner with full title guarantee charges the Property by way of a first legal mortgage.

4 2 Insofar as the Additional Payment is unable to be secured by way of a charge by way of legal mortgage the Owner with full title guarantee charges the Property by way of equitable mortgage with the payment to the Chargee of the Additional Payment.

## **5. DISPOSALS**

5 1. The Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without a consent in writing signed by the Chargee, such consent not to be unreasonably withheld or delayed.

5.2 The Owner consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property

5.3. "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1 of a legal charge dated 1 March 2017 and made between Wiltshire Council (1) and McCarthy & Stone Retirement Lifestyles Limited (2) have been complied with or that they do not apply to the disposition."

5.4. The Chargee will at its own cost within 10 Working Days of written request send the Owner a properly executed form DS3 and RX4 in respect of any part of the Property that is subject to an Exempt Disposal.

5 5 On receipt of the Deferred Payment the Chargee will immediately send the Owner a properly executed form DS1 and apply to the Land Registry to remove the restriction.

## **6. FURTHER COVENANTS**

6 1 The Owner further covenants with the Chargee.

- 6.1.1 within 5 Working Days of a written demand to repay to the Chargee all monies costs charges and expenses properly paid or incurred by the Chargee in relation to the enforcement of the security created by this Deed,
- 6.1.2 to comply with all obligations covenants conditions restrictions and stipulations affecting or attaching to the Property (so far as the same are still subsisting and capable of being enforced),
- 6.1.3. duly and punctually pay all rates taxes and outgoings relating to the Property and
- 6.1.4 to comply with all obligations relating to the Property imposed by any present or future statute or any statutory instrument regulation or order made under it or imposed by any statutory public local or other authority and any court of law and any government department

## **7. POWER OF SALE ETC.**

- 7.1. The power of sale and leasing conferred by virtue of this Deed is immediately exercisable by the Chargee without notice at any time or times after the happening of any of the following events
- 7.1.1 the Owner is in breach of its covenants or obligations under clause 3.1.1 of this Deed, or
- 7.1.2 an Act of Insolvency occurs
- 7.2. Any receiver appointed by the Chargee under the power conferred by virtue of this Deed in respect of the Property has as attorney for the Owner and in addition to any other powers conferred on it full power.
- 7.2.1. to sell the Property on such terms as the receiver thinks fit;
- 7.2.2 to grant options to sell the Property on such terms and in such circumstances as the receiver thinks fit;
- 7.2.3 to grant any lease or tenancy of the Property for such term or terms of years and at such rent or premium and generally on such terms as the receiver thinks fit;
- 7.2.4. to accept the surrender of any lease or tenancy on such terms as the receiver thinks fit,
- 7.2.5 to enter upon and take possession of the Property and to repair decorate alter improve add to or develop it and to complete any development or building on it which may have commenced;
- 7.2.6. to manage carry on or concur in carrying on at the Property any trade or business whatsoever and for that purpose to enter into and perform such contracts and arrangements and incur such obligations as the receiver thinks fit;

by way of  
Owner in tru  
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- 7 2 7 to compromise or settle any claim or claims relating to the Property and to determine or pay any compensation or any other sums which any tenant or occupier of the Property may be entitled to receive and to apply any compensation received in respect of the Property in or towards the discharge of the Deferred Payment,
- 7 2 8 to employ such persons as the receiver thinks fit for any of the foregoing purposes and to apply for and obtain such approvals permissions consents and licences and to enter into and perform such contracts and arrangements to purchase such materials and to incur such obligations as the receiver thinks fit;
- 7.2 9 to raise or borrow from any person and to secure payment of money (whether or not in priority to the Deferred Payment) for any of the foregoing purposes in such manner as the receiver thinks fit, and
- 7 2 10. to do all such other acts and things as may in the opinion of the receiver be necessary or desirable in connection with any of the foregoing powers.
- 7 3 All sums expended by the receiver in pursuance of the powers conferred on it by this Deed will on demand be repaid by the Owner and will be paid together with interest
- 7.4 Any receiver appointed in relation to this Deed is the agent of the Owner. The Owner is solely responsible for the receiver's acts defaults and remuneration. The Chargee and the receiver are entitled to be indemnified by the Owner in respect of all liability suffered or incurred directly or indirectly by either of them in the execution of any powers authorities or discretions vested in either or both of them or in respect of any matter or thing done or omitted to be done in relation to the Property.
- 8. POWER OF ATTORNEY**
- 8.1. For as long as any charge created by virtue of this Deed subsists the Owner irrevocably appoints the Chargee (and any person nominated in writing under the hand of any officer of the Chargee including a receiver) to act jointly and severally where appropriate as the attorney of the Owner
- 8 2 In the Owner's name and on its behalf and as the act and deed of the Owner the Chargee as such attorney may execute and deliver any deed assurance agreement or instrument or perform any other act which may be necessary or desirable for any of the purposes of this Deed
- 9. TRUST POWERS**
- 9 1 The Owner declares that as and when the security created by this Deed is enforceable the Owner will hold the Property (subject to its rights of redemption) upon trust to convey assign or otherwise deal with the Property in such manner and in favour of such person as the Chargee directs
- 9 2 Insofar as the Property is charged by way of equitable mortgage the Owner declares that it holds the Property on trust so that the Chargee will have such powers of sale and leasing as the Chargee would have had under a charge

the Property  
sums  
to

by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially

- 9.3 The Owner declares that it is lawful for the Chargee by deed to appoint a new trustee or trustees of the Property whether in addition to or in substitution for the Owner as if the Owner wished to be discharged from the trust or in place of any trustee or trustees as if he or they were dead

#### 10. NOTICES

- 10.1 All notices under this Deed must be in writing

- 10.2 Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand sent by special or recorded delivery or sent by fax (provided in the case of sending by fax the fax is properly addressed and transmitted as evidenced by a fax delivery report) and served

10.2.1 at its registered office where the receiving party is a company incorporated in the United Kingdom, or

10.2.2 where the receiving party is the Owner at the Property, or

10.2.3 where the receiving party is the Chargee at that party's address shown in this Deed or at an address specified in a notice given by that party to the other

- 10.3 Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received

- 10.4 A notice sent by fax is to be treated as served on the day on which it is sent unless the fax is sent after 4.00pm or sent on a day that is not a working day in which case service is on the next working day.

#### 11. THIRD PARTY RIGHTS

Save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a deed by MCCARTHY &  
STONE RETIREMENT LIFESTYLES LIMITED  
by a director in the presence of a witness.

) G. N. Day  
)  
GARY NEIL DAY  
NAME (Print)

Witness's signature

Attest:

Witness's name (capitals)

: LUCY ANN STEVEN

Witness's address (capitals)

: 110 LESTER ALDRIDGE KP  
ALLEYN HOUSE, SOUTHAMPTON

Witness's occupation  
(capitals)

: SOLICITOR.

Executed as a Deed

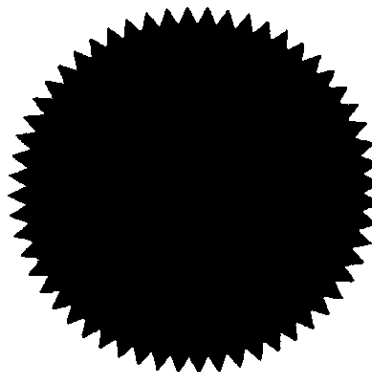
by affixing the COMMON SEAL of

WILTSHIRE COUNCIL

in the presence of.

Kamweese

Senior Solicitor



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