

# MR01

## Particulars of a charge



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 the  
instrument Use form MR01



\*A3NLTQ14\*

A10

27/12/2014

#298

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 06622231

Company name in full McCarthy & Stone Retirement Lifestyles Limited

92 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 24/12/2014

### 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 ☒ Balfour Beatty Group Limited (Company Registration  
Number 101073)

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                 | <b>Brief description</b>   | 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"<br><br>Please limit the description to the available space |
| Brief description | The freehold property at the Retirement Site, Longdown Avenue, Cheswick Village, Bristol, BS34 being part of the land registered at the Land Registry under title number GR370268 shown edged red on the plan attached to the Legal Charge |   |   |
| 5                 | <b>Other charge or fixed security</b>  | 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<br><br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                         |   |
| 6                 | <b>Floating charge</b>   | Is the instrument expressed to contain a floating charge? Please tick the appropriate box<br><br><input type="checkbox"/> Yes Continue<br><input checked="" type="checkbox"/> No Go to <b>Section 7</b><br>Is the floating charge expressed to cover all the property and undertaking of the company?<br><input type="checkbox"/> Yes |   |
| 7                 | <b>Negative Pledge</b>   | 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?<br>Please tick the appropriate box<br><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |   |
| 8                 | <b>Trustee statement <sup>1</sup></b>  | 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<br><br><input type="checkbox"/>   | <sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)   |
| 9                 | <b>Signature</b>   | Please sign the form here   |   |
| Signature         | Signature <i>X Louise Corne</i><br><i>on behalf of Writby King Ltd with</i><br><i>authority of Balfour Beatty Group Ltd. X</i><br>This form must be signed by a person with an interest in the charge                                      |   |   |

# MRO1

## 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 Louise Carver

Company name Withy King LLP

Address Midland Bridge House

Midland Bridge Road

Post town Bath

County/Region Bath and North East Somerset

Postcode B A 2 3 F P

Country

DX 8014 Bath

Telephone 01225 730 139



### 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 0092

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2014 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2014

*Da*

Given at Companies House, Cardiff on 7th January 2015



**Companies House**



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

we hereby certify  
that this is a true  
copy of the original  
withy king.

26<sup>th</sup> December 2016.

I CERTIFY THIS TO BE A TRUE  
AND COMPLETE COPY OF THE ORIGINAL

SOLICITOR

26<sup>th</sup> Dec 2016

Between

**McCarthy & Stone Retirement Lifestyles Limited**

and

**Balfour Beatty Group Limited**

**Legal Charge**



Midland Bridge House, Midland Bridge Road, Bath BA2 3FP  
T: 01225 730100 F: 01225 730101  
Reference LXC/278337/2

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This deed is dated

26<sup>th</sup> December

2014

## Parties

- (1) **McCarthy & Stone Retirement Lifestyles Limited**, a company incorporated and registered in England and Wales with company number 06622231, whose registered office is at Fourth Floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AL (the **Borrower**), and
- (2) **Balfour Beatty Group Limited**, a company incorporated and registered in England and Wales with company number 101073 whose registered office is at 130 Wilton Road, London, SW1V 1LW (the **Lender**)

## Background

The Borrower has today pursuant to the Contract completed the purchase of the Property from the Lender and has agreed to enter into this legal charge for the purpose of securing the Deferred Payment in accordance with the provisions of the Contract

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

- 1.2 Terms defined in the Contract shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

**Charged Property:** the Property and in addition the following

- 1.2.1 all buildings and fixtures and fittings and fixed plant and machinery that are situated on or form part of the Property at any time,
- 1.2.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- 1.2.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.2.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

**Contract:** an Agreement for the sale and purchase of the Property dated 26<sup>th</sup> December 2014 ] made between (1) the Lender and (2) the Buyer

**Deferred Payment:** One Million Eighty Thousand Pounds (£1,080,000 00) together with (in the event of non payment in full of the Due Date) interest at 4% per annum above Barclays Bank base rate from time to time from the Due Date until the date of repayment and all costs incurred by the Lender in the event of non payment of any part of the Deferred Payment following the Due Date in relation to the appointment of a Receiver and any steps taken by the Receiver or arising from the contemplation or institution of legal proceedings or from any other action taken by the Lender or Receiver in relation to this Legal Charge less (if either or both have become due for payment on or before the Due Date, pursuant to the Contract terms)·

- 1 the Drainage Cost; and
- 2 The Planning Contribution

but subject to such deductions not exceeding in total £100,000 (inclusive of VAT)

**Drainage Cost:** has the same meaning as defined in the Contract

**Due Date:** 5<sup>th</sup> January 2016

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

- (i) 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
- (ii) any disposal of amenity areas to a management company
- (iii) any disposal of a completed residential dwelling
- (iv) the completion of an agreement relating to the grant of a lease of the whole or a part of a completed building and the subsequent grant of a lease of the whole or part of a completed building
- (v) the sale of the freehold or leasehold reversion of more than one residential dwelling which were sold on a long leasehold basis

**Plan:** drawing number P166/605 revision 2 attached to this Legal Charge

**Planning Contribution:** has the same meaning as defined in the Contract.

**Property:** the freehold property at the Retirement Site, Longdown Avenue, Cheswick Village, Bristol, BS34, England being part of the land registered at HM Land Registry with title absolute under title number GR370268 shown edged red on the Plan

**Rebate Cap:** has the same meaning as defined in the Contract

**Receiver:** a receiver or a receiver and manager of any or all of the Charged Property



**1 3 Interpretation**

**1 4 In this deed**

1.4 1 clause headings shall not affect the interpretation of this deed,

1 4 2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,

1 4 3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,

1 4 4 a reference to a party shall include that party's successors, permitted assigns and permitted transferees,

1 4 5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,

1 4 6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,

1 4 7 a reference to **writing** or **written** excludes fax and e-mail,

1 4 8 unless the context otherwise requires, a reference to a clause is to a clause of this deed,

**2. Covenant to pay**

The Borrower shall pay to the Lender the Deferred Payment on the Due Date

**3. Grant of security**

As a continuing security for the payment of the Deferred Payment, the Borrower with full title guarantee charges to the Lender by way of first legal mortgage, the Property

**4. Registration of legal mortgage at the Land Registry**

4.1 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction to be registered against its title to the Property.

"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 5 1 of a Legal Charge dated 24<sup>th</sup> December 2016 ] made between McCarthy & Stone Retirement Lifestyles Limited and Balfour Beatty Group Limited have been complied with or that they do not apply to the disposition "

4.2 On receipt of the Deferred Payment and on the request of the Borrower the Lender will apply to the Land Registry to remove the restriction

## **5. General covenants**

- 5 1 Not to make any disposal of the whole or part of the Property other than an Exempt Disposal without a written consent signed by Lender,
- 5 2 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender.
- 5 3 The Borrower shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law
- 5 4 The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business

## **6. Property Covenants**

- 6 1 At all times during the continuance of this security duly and punctually to pay and discharge and indemnify and keep the Lender indemnified against all rates taxes levies duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Property and if the Borrower shall at any time refuse or neglect to make such payment the Lender shall be at liberty to make the same and all moneys expended by the Lender under this provision shall on demand be repaid to the Lender by the Borrower
- 6 2 To observe and perform all the covenants stipulations provisions and conditions contained or mentioned or referred to in any deed or other document under which the Borrower holds the Property or any part thereof or which affects its title thereto and at all times during the continuance of this security to keep the Lender indemnified against all actions proceedings costs damages and expenses in respect of any existing or future breach non-observance or non-performance of any of the said covenants stipulations provisions and conditions or any of them AND in case the Borrower shall make default in regard thereto the Lender shall be at liberty to remedy the same and any costs expenses or damages incurred by the Lender in so doing shall be deemed to be properly incurred by the Lender and to be secured by this deed
- 6 3 Not to carry out any works to the Property that would be in contravention of any Act of Parliament or any statutory instrument regulation or order made under it or that is not authorised by any requisite planning permission bye-law consents and any other permissions consents or licences as may be necessary

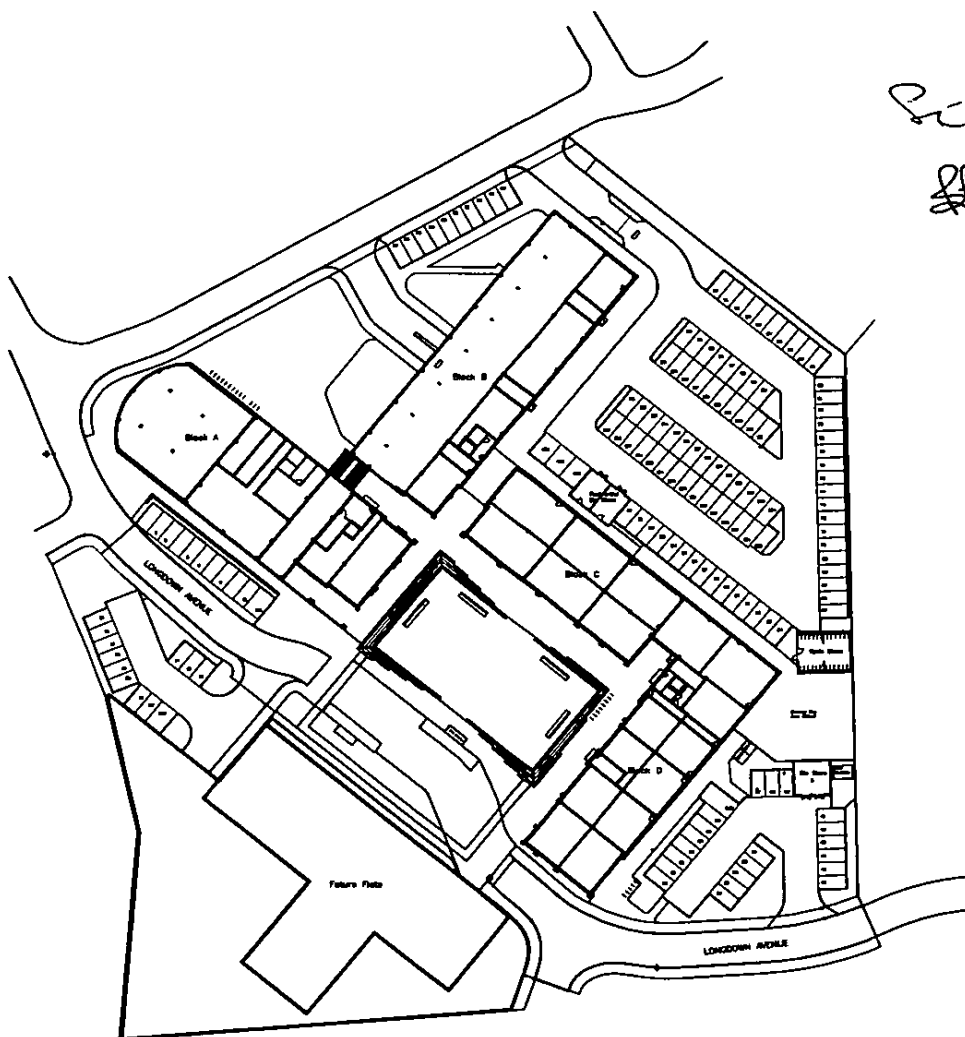
## **7. Lender has Receiver's powers**

- 7.1 To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver



| Revisions   |         | Checked |
|-------------|---------|---------|
| No          | Date    | Drawn   |
| 1           | 12/9/13 | HD      |
| FIRST ISSUE |         |         |
| 2           | 24/4/14 | HD      |
| REVISED     |         |         |

See  
22/



## MansellHomes

### Project

THE SQUARE  
CHESWICK VILLAGE  
BRISTOL

### Drawing Title

SITE PLAN  
RETIREMENT FLATS

Scale 1:1250    A3 Sheet Size  
Drg No P166/605    Rev 2

0mm 40mm

Responsibility is not accepted for errors made by others scaling directly from this drawing. All construction information should be taken from noted and dimensioned figures only.

**HEALTH AND SAFETY INFORMATION:**  
This drawing is to be read in conjunction with the Technical Services and Structural Engineer's CDM High Risk Assessment documents, as provided within the scheme Project Management Plan, in addition to the hazards / risks normally associated with the types of work as detailed on this drawing. It is assumed that all work will be carried out by a competent contractor working, where appropriate, to an approved method statement.

## **8. When security becomes enforceable**

- 8.1 The security constituted by this deed shall be immediately enforceable if the Borrower is in breach of its obligation to pay the Deferred Payment on the Due Date
- 8 2 At any time after the money secured by this deed shall have become payable the Lender may from time to time appoint any person or persons to be the receiver or receivers the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place.
- 8 3 Once the power of sale granted by section 101 of the Law of Property Act 1925 has become exercisable any receiver appointed by the Lender will have all the powers conferred by that Act and by the Insolvency Act 1986 and may if so directed in writing by the Lender in his absolute discretion have power to -
- 8.3 1 enter upon and take possession of the Property or any part thereof,
- 8 3.2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings then being carried on at the Property,
- 8 3 3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this deed) in such manner as the Receiver shall in his absolute discretion think fit,
- 8.3 4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit,
- 8 3 5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto,
- 8 3 6 manage any building or carry on any business carried on at the Property as agents for the Mortgagor in such manner as he may think fit;
- 8 3.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary,
- 8 3 8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Mortgagor,
- 8 3 9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held,
- 8 3 10 dedicate any part of the Property as highway,

8 3 11 make any change or arrangement as to boundaries with the adjoining owners and neighbours,

8.3.12 compromise any claim or claims of or against the Property or arising out of the Property,

8 3 13 effect indemnity insurance and other like insurance and obtain Bonds,

8 3 14 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Borrower,

8 3 15 in addition to the foregoing powers to do any act or thing which the Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do;

8 4 All moneys expended by the Receiver shall on demand be repaid by the Borrower with interest at 5% per year above Barclays Bank base rate from time to time from the respective times at which such money shall have expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property

8.5 Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Borrower for all purposes who shall solely be responsible for his acts and the Lender shall not be under any liability for his remuneration or otherwise

8 6 The Lender shall himself be entitled to do any of the acts and things referred to in Clause 8 2 at any time after the moneys hereby secured shall have become payable without appointing a Receiver for that purpose

8.7 Section 93 of the Law of Property Act 1925 shall not apply to this security

## **9. Costs**

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Receiver in connection with

9 1 the Charged Property following a breach by the Borrower of any of its obligations in this deed;

9 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this deed; or

9 3 taking proceedings for, or recovering, the Deferred Payment,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate of 5% per annum above Barclays Bank base rate from time to time from the due date.

## **10. Indemnity**

10 1 The Borrower shall indemnify the Lender and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with

10 1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;

10 1 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or

10 1 3 any default or delay by the Borrower in performing any of its obligations under this deed

10 2 Any past or present employee or agent may enforce the terms of this clause 10 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

## **11. Further assurance**

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for

11 1 creating, perfecting or protecting the security intended to be created by this deed,

11 2 facilitating the realisation of any of the Charged Property, or

11 3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration

## **12. Release**

12 1 The Lender will at its own cost at the request of the Borrower (without payment of premium for such discharge) duly discharge this security by the issue of an executed form DS1 within 7 days of the payment in full of the Deferred Payment

## **13. Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

#### **14. Waivers and consents**

- 14.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 14.2 A failure to exercise or a delay in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

#### **15. Rights and remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

#### **16. Severance**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

#### **17. Counterparts**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

#### **18. Third party rights**

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

#### **19. Independent security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for the Deferred Payment at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

## **20. Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Deferred Payment, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing

## **21. Notices**

21 1 Any notice or other communication given to a party under or in connection with this deed shall be

21 1.1 in writing,

21 1 2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax, and

21 1 3 sent to

(i) the Borrower at Mansell Homes, Balfour Beatty Constructions Services Limited, Roman House, Salisbury Road, Totton, SO40 3XF

Attention Tim Drew

(ii) the Lender at. 4<sup>th</sup> Floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AL

Attention Gary Day

With a copy being sent to Lester Aldridge LLP of Alleyn House, Carlton Crescent, Southampton, SO15 2EU, quoting the reference RW MCC 33 1555

or to any other address or fax number as is notified in writing by one party to the other from time to time.

21.2 Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received

21 2 1 if delivered by hand, at the time it is left at the relevant address,

21 2 2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting, and

A notice or other communication given as described in clause 21 2 1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

21 3 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt



- 21 4 This clause 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

**22. Governing law and jurisdiction**

- 22 1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 22 2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction
- 22 3 The Borrower irrevocably consents to any process in any legal action or proceedings under clause 22 2 being served on it in accordance with the provisions of this deed relating to service of notices Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law

This deed has been entered into as a deed on the date stated at the beginning of it

two Executed as a deed by **BALFOUR BEATTY GROUP LIMITED** acting by ~~its regional managing director~~ in accordance with a Power of Attorney dated 8<sup>th</sup> October 2014,



STUART CURL

BARRY PERCIN

in the presence of

[SIGNATURE OF WITNESS]



[NAME OF WITNESS]

Bob Jew

[ADDRESS OF WITNESS]

9 SUTTON CLOSE, PENN

[OCCUPATION OF WITNESS] ACCOUNTANT

Executed as a deed by **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** acting by [NAME OF DIRECTOR], a director, in the presence of

....  
Director

.. ..  
[SIGNATURE OF WITNESS]

[NAME, ADDRESS AND OCCUPATION OF WITNESS]