

MR01

Particulars of a charge

010689 HB

Laserform

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

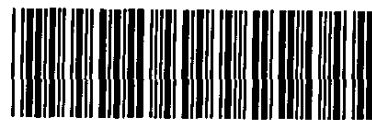
You can use the WebF
Please go to www.com

COMPANIES HOUSE

✓ **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**
You may not use this fo
register a charge where
instrument Use form M

TUESDAY



A10

08/09/2015

#394

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

95

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 9 2 0 1 5

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 Clarke & Rodway Limited

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

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

Brief description

freehold property at Granham Hill, Marlborough and registered under WT305891

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

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

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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ①

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

Clas Holt Limited

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 Roger Brockington

Company name Clark Holt Limited

Address Hardwick House

Prospect Place

Post town Swindon

County/Region Wiltshire

Postcode S N 1 3 J L

Country UK

DX

Telephone 01793 617444



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 0095

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2015 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2015.

Given at Companies House, Cardiff on 11th September 2015



Companies House



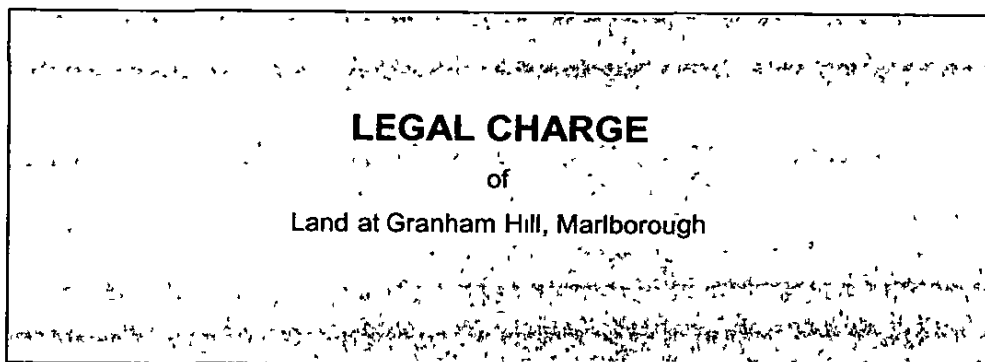
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

3 September

2015

- (1) CLARKE AND RODWAY LIMITED
- (2) MCCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED



Lester Aldridge LLP
Solicitors

Real Estate Team
Russell House
Oxford Road
Bournemouth
Dorset
BH8 8EX

Tel 01202 786161
Fax 01202 786143

E mail mark.benham@la-law.com
Ref 6 MXB MCC 33 1249

WE CERTIFY this to be a true copy of the
original

(signed)

Date:

Clark Holt
7.9.15
CLARK HOLT Commercial Solicitors
Hardwick House, Prospect Place
Swindon Wiltshire SN1 3LJ

THIS LEGAL CHARGE is made on *3 September*

2015

BETWEEN:

- (1) **McCarthy & Stone Retirement Lifestyles Limited** (company registration number 06622231) whose registered office is at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ ("the Owner")
- (2) **Clarke and Rodway Limited** (company registration number 01464574) whose registered office is at Granham Hill, Marlborough, Wiltshire SN8 4DH ("the Chargee")

BACKGROUND:

- (A) By the terms of the Agreement (defined in clause 1) the Owner agreed to purchase the Property (defined in clause 1) subject to obligations to make payments to the Chargee of deferred consideration
- (B) The Owner is now registered or is entitled to be registered as proprietor of the Property at the Land Registry
- (C) It was 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 sums agreed to be paid by the Owner under the terms of the Agreement
- (D) 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. INTERPRETATION

The following definitions and rules of interpretation apply in this contract

1.1. Definitions:

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,

Agreement

an agreement dated 21 November 2013 and made between the Chargee (1) and the Owner (2) in relation to the Property (as varied by a supplemental agreement dated 9 July 2015),

CA
up

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;

Secured Liabilities

the Principal Sum and any other payments due from the Owner to the Chargee pursuant to this Deed,

Principal Sum

£2,500,000,

Property

the freehold land more fully described in the Schedule,

Working Day

any day which is not a Saturday or Sunday Christmas Day Good Friday or a statutory

bank holiday

2. INTERPRETATION

2 1 In this Deed

- (a) 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,
- (b) words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa,
- (c) words importing the singular number include the plural and vice versa,
- (d) clause paragraph and schedule headings are not to affect interpretation,
- (e) 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,
- (f) 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.

2 2 Any references in this Deed to "liability" include where the context allows claims demands proceedings damages loss costs and expenses

2 3 Any references in this Deed 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

2 4 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

3. COVENANT TO PAY

The Owner covenants with the Chargee to pay to the Chargee

3 1 the Principal Sum in the manner set out in and pursuant to the terms of the Agreement and

3 2 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 legal mortgage with the payment to the Chargee of the Secured Liabilities
- 4 2 Insofar as the Secured Liabilities (or any of them) are 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 Secured Liabilities.

5. FURTHER COVENANTS

The Owner further covenants with the Chargee:

- 5 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
- 5 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),
- 5 3 duly and punctually pay all rates taxes and outgoings relating to the Property,
- 5 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

6. POWER OF SALE ETC.

- 6 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.
- (a) the Owner is in breach of any of its covenants or obligations under this Deed,
or
- (b) an Event of Insolvency occurs
- 6 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
- (a) to sell the Property on such terms as the receiver thinks fit,
- (b) to grant options to sell the Property on such terms and in such circumstances as the receiver thinks fit,
- (c) 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,

- (d) to accept the surrender of any lease or tenancy on such terms as the receiver thinks fit,
- (e) 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,
- (f) 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,
- (g) 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 Principal Sum,
- (h) 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,
- (i) to raise or borrow from any person and to secure payment of money (whether or not in priority to the Principal Sum) for any of the foregoing purposes in such manner as the receiver thinks fit, and
- (j) 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

6 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

6 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.

7. POWER OF ATTORNEY

7 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 to execute and deliver any deed assurance agreement or instrument or perform any other act which may be reasonably necessary for any of the purposes of this Deed

8. TRUST POWERS

- 8 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.
- 8 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 by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially.
- 8 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

9. NOTICES

- 9 1 All notices under this Deed must be in writing
- 9 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
- (a) at its registered office where the receiving party is a company incorporated in the United Kingdom; or
 - (b) where the receiving party is the Owner at the Property, or
 - (c) 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
- 9 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
- 9 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


10. 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.

Schedule - The Property

The freehold property at Granham Hill, Marlborough and registered at HM Land Registry with absolute title under title number WT305891


Director

Signed as a deed by
Clarke and Rodway Limited,
acting by _____,
a director, in the presence of: _____ Director

Address