

MR01

Particulars of a charge



Companies House

011264/11

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.companies.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
an instrument. Use form MR08



A16 30/12/2015 #118
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

For official use
100
→ **Filing 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 17/12/2015

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 KENT COUNTY CRICKET CLUB LIMITED

Name

Name

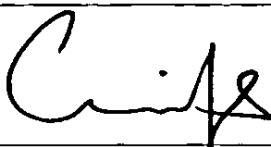
Name

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 Land at the St Lawrence Ground, Old Dover Road, Canterbury For more details please refer to 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
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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  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 **Jeremy Burke**

Company name **Girlings Solicitors LLP**

Address **Stourside Place**

Station Road

Post town **Ashford**

County/Region **Kent**

Postcode **T N 2 3 1 P P**

Country **England**

DX **DX151141 Ashford Kent 7**

Telephone **01233 664711**



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 0100

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2015 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2015

Dx

Given at Companies House, Cardiff on 8th January 2016



Companies House



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

DATED

17 December

2015

CERTIFIED A TRUE COPY
OF THE ORIGINAL
GIRLINGS SOLICITORS
ASHFORD, KENT

Girling
23.12.15

- (1) KENT COUNTY CRICKET CLUB
LIMITED
- (2) McCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED

LEGAL CHARGE

of

**ST LAWRENCE GROUND, OLD DOVER ROAD,
CANTERBURY**

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 1148

THIS LEGAL CHARGE is made on 17 December

2015

BETWEEN:

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** (CRN 06622231) registered office at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ ("the Owner")
- (2) **KENT COUNTY CRICKET CLUB LIMITED** whose registered office is at St Lawrence Ground, Old Dover Road, Canterbury, Kent CT1 3NZ (industrial and provident society number 28955R) ("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) by way of a long lease subject to obligations to make payments to the Chargee of deferred consideration
- (B) 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
- (C) 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 Deed

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 14 June 2013 and made between the Chargee (1) and the Owner (2) in relation to the Property, as varied by the First Supplemental Agreement and the Second Supplemental Agreement,

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 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,

First Supplemental Agreement

a supplemental agreement dated 15 June 2015 made between the Chargee (1) and the Owner (2),

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,

Lease

a lease of the Property dated 2015 and made between the Chargee (1) and the Owner (2),

Second Supplemental Agreement

a supplemental agreement dated 17 December 2015 made between the Chargee (1) and the Owner (2),

Principal Sum

the First Deferred Payment and the Second Deferred Payment (each as defined under the Agreement),

Property

the leasehold land more fully described in the Schedule,

Secured Liabilities

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

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect save for the security created over the Property by a security agreement dated 23 December 2014 between the Borrower (and others) (1) and Barclays Bank plc (as security agent) (2), but for the avoidance of doubt such security shall not take priority to this legal mortgage,

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) any reference to a party includes its permitted assignees and transferees, and
- (g) 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

2 5 If the Chargee (acting reasonably and in good faith) considers that an amount paid by the Owner in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Owner or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

3. COVENANT TO PAY

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

- (a) the Principal Sum in the manner set out in and pursuant to the terms of the Agreement, and
- (b) (if the Owner fails to make any payment due under this Deed on the due date for payment) 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

- 5 1 The Owner further covenants with the Chargee
 - (a) 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,
 - (b) 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),
 - (c) duly and punctually pay all rates taxes and outgoings relating to the Property, and
 - (d) 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
- 5 5 The Owner shall not at any time, except with the prior written consent of the Chargee
 - (a) create, purport to create or permit to subsist any Security on, or in relation to, the Property other than any Security created by this deed,
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property other than by way of an Exempt Disposal, or
 - (c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party
- 5 6 The Owner 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 Chargee or

materially diminish the value of any of the Property or the effectiveness of the security created by this Deed

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 its obligations under clause 3 1(a) of 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,

Schedule - The Property

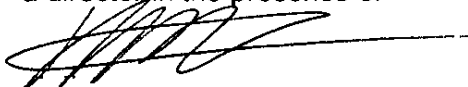
Land at St Lawrence Ground, Old Dover Road, Canterbury demised by the Lease shown edged red on the plan attached to the Lease

Signed as a deed by **KENT
COUNTY CRICKET CLUB
LIMITED** acting by two directors

Director

Director

Signed as a deed by **McCARTHY
& STONE RETIREMENT
LIFESTYLES LIMITED** acting by
a director in the presence of



SIGNATURE OF WITNESS

HARRY DEFRIES
100 HILDETH VEST
ROAD, BURNEMOUTH
BH8 5HQ, DORSET

NAME, ADDRESS AND
OCCUPATION OF WITNESS



SIGNATURE

DATED

17th December

2015

CERTIFIED A TRUE COPY
OF THE ORIGINAL
GIRLINGS SOLICITORS
ASHFORD, KENT

Girlings
23.12.15

- (1) KENT COUNTY CRICKET CLUB
LIMITED
- (2) McCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED

LEGAL CHARGE

of

**ST LAWRENCE GROUND, OLD DOVER ROAD,
CANTERBURY**

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 1148

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17th December

2015

BETWEEN:

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** (CRN 06622231) registered office at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ ("the Owner")
- (2) **KENT COUNTY CRICKET CLUB LIMITED** whose registered office is at St Lawrence Ground, Old Dover Road, Canterbury, Kent CT1 3NZ (industrial and provident society number 28955R) ("the Chargee")

BACKGROUND:

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- (B) 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
- (C) 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

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- 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 14 June 2013 and made between the Chargee (1) and the Owner (2) in relation to the Property, as varied by the First Supplemental Agreement and the Second Supplemental Agreement,

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 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,

First Supplemental Agreement

a supplemental agreement dated 15 June 2015 made between the Chargee (1) and the Owner (2),

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,

Lease

a lease of the Property dated 2015 and made between the Chargee (1) and the Owner (2),

Second Supplemental Agreement

a supplemental agreement dated 17th December 2015 made between the Chargee (1) and the Owner (2),

Principal Sum

the First Deferred Payment and the Second Deferred Payment (each as defined under the Agreement),

Property

the leasehold land more fully described in the Schedule,

Secured Liabilities

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

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect save for the security created over the Property by a security agreement dated 23 December 2014 between the Borrower (and others) (1) and Barclays Bank plc (as security agent) (2), but for the avoidance of doubt such security shall not take priority to this legal mortgage,

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) any reference to a party includes its permitted assignees and transferees, and
- (g) 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

2 5 If the Chargee (acting reasonably and in good faith) considers that an amount paid by the Owner in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Owner or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

3. COVENANT TO PAY

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

- (a) the Principal Sum in the manner set out in and pursuant to the terms of the Agreement, and
- (b) (if the Owner fails to make any payment due under this Deed on the due date for payment) 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

- 5 1 The Owner further covenants with the Chargee
 - (a) 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,
 - (b) 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),
 - (c) duly and punctually pay all rates taxes and outgoings relating to the Property; and
 - (d) 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
- 5 5 The Owner shall not at any time, except with the prior written consent of the Chargee
 - (a) create, purport to create or permit to subsist any Security on, or in relation to, the Property other than any Security created by this deed,
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property other than by way of an Exempt Disposal, or
 - (c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party
- 5 6 The Owner 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 Chargee or

materially diminish the value of any of the Property or the effectiveness of the security created by this Deed

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 its obligations under clause 3 1(a) of 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.

6 5 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 Chargee in relation to any of the Property whether or not it has taken possession of the Property and without first appointing a receiver or notwithstanding the appointment of a receiver.

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.

7 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.

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 or a permitted assignee or transferee of such party

11. MISCELLANEOUS

11 1 The Owner may not assign or transfer any of its rights or obligations under this Deed

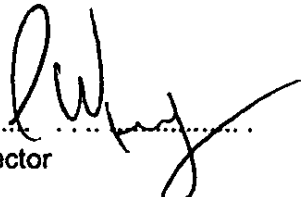
11 2 The Chargee may assign or transfer this Deed, the rights and benefits of the Chargee under this Deed and the rights, title and interest of the Chargor in respect of the Principal Sum, to Canterbury City Council

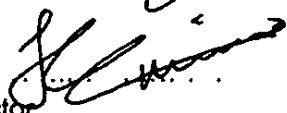
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Schedule - The Property

Land at St Lawrence Ground, Old Dover Road, Canterbury demised by the Lease shown edged red on the plan attached to the Lease

Signed as a deed by **KENT
COUNTY CRICKET CLUB
LIMITED** acting by two directors


.....
Director


.....
Director

Signed as a deed by **McCARTHY
& STONE RETIREMENT
LIFESTYLES LIMITED** acting by
a director in the presence of

.....
SIGNATURE

.....
SIGNATURE OF WITNESS

.....
.....
.....
.....
.....

**NAME, ADDRESS AND
OCCUPATION OF WITNESS**