

003952 | 23

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

# MR01

## Particulars of a charge



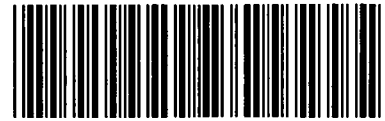
Companies House



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

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

SATURDAY



\*A9BYPZA8\*

A09

22/08/2020

#245

☒ **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 no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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 d 0 d 7 m 0 m 8 y 2 y 0 y 2 y 0

### 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 UNITED CHURCH SCHOOLS FOUNDATION LTD

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

the freehold property at The Priory School, Bolters Lane, Banstead, SM7 2AJ and registered at the Land Registry with title absolute under title number SY337864.

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 <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).

9

**Signature**

Please sign the form here.

Signature

Signature

X *dwen mro*  
*£145*

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 STEPHANIE BISHOP (MCC12.11)

Company name OWEN WHITE LIMITED

Address SENATE HOUSE

62-70 BATH ROAD

Post town SLOUGH

County/Region BERKSHIRE

Postcode S L 1 3 S R

Country UK

DX

Telephone 01753 876800



### 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)

DATED

7<sup>th</sup> August

2020

2  
(1)  
1  
(2)

UNITED CHURCH SCHOOLS FOUNDATION LTD

McCARTHY & STONE RETIREMENT LIFESTYLES LIMITED

**LEGAL CHARGE**

of

**The Priory School, Bolters Lane, Banstead SM7 2AJ**

We hereby certify this to be a true and complete copy of the original.

Dated 20/08/20

*Amie*  
.....  
(SRB)



OWEN WHITE  
SOLICITORS  
Senate House  
62-70 Bath Road  
Slough  
Berkshire  
SL1 3SR

Tel: 01753 876800  
DX 3409 Slough

(Ref: SRB/gm/MCC12.11)

THIS LEGAL CHARGE is made on

7<sup>th</sup> August

2020

**BETWEEN:**

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** whose registered office is at 4th floor, 100 Holdenhurst Road, Bournemouth, Dorset BH8 8AQ (company registration number 06622231) ("the Owner")
- (2) **UNITED CHURCH SCHOOLS FOUNDATION LTD** of Worldwide House, Thorpe Wood, Peterborough PE3 6SB (Company Registration No: 00018582) ("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) 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 or threatens to suspend 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) a petition is filed, a notice is given, a resolution is passed or 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 application is made to the court or 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 has become entitled to appoint or appoints an administrative receiver;
	(f) the Owner suspends or ceases, or threatens to suspend or cease carrying on all or a substantial part of its business;
	(g) the Owner is struck off from the Register of Companies; or
	(h) the Owner otherwise ceases to exist;
<b>Agreement</b>	an agreements dated 27 July 2019 and 8 July 2020 and made between the Chargee (1) and the Owner (2) in relation to the Property;
<b>Disposal</b>	a disposition within the meaning of section 205 of the Law of Property Act 1925 (other than an Exempt Disposal);
<b>Exempt Disposal</b>	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;
<b>Interest</b>	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;
<b>Principal Sum</b>	£1,850,000 (one million hundred and fifty thousand pounds) excluding VAT;
<b>Property</b>	the freehold property at The Priory School, Bolters Lane, Banstead SM7 2AJ and registered at the Land Registry with title absolute under title number SY337864;
<b>Working Day</b>	any day which is not a Saturday or Sunday Christmas Day Good Friday or a statutory bank holiday;
<b>VAT</b>	value added tax chargeable under the Value Added Tax Act 1994 and any tax or duty of a similar nature replacing or supplemental to it.

## **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**
- 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, the Owner shall pay Interest on that sum or the part of it from time to time outstanding.
- 4. CHARGE**
- 4.1 As continuing security for the sums due under clause 3, the Owner with full title guarantee charges the Property by way of a first legal mortgage.
- 4.2 Insofar as the Principal Sum 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 Principal Sum.
- 5. DISPOSALS**
- 5.1 The Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without repaying the Principal Sum.

- 5.2 The Owner shall apply for the entry of the following restriction against the Owner's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Owner and shall procure that the restriction has priority to any other mortgage or charge entered into by the Owner:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.1 of a legal charge dated 17 May 2020 and made between United Church Schools Foundation Ltd (1) and McCarthy & Stone Retirement Lifestyles Limited (2) have been complied with or that they do not apply to the disposition."

- 5.3 The Chargee will 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.
- 5.4 On receipt of the Principal Sum the Chargee will supply the Owner with properly executed forms DS1 and RX4 to enable the Owner to apply to the Land Registry to remove the note of the charge and the restriction.

## 6. FURTHER COVENANTS

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) to keep the Property insured against standard commercial risks including loss of loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
- (d) use reasonable endeavours to ensure that the Property is kept in a state of repair and condition that does not materially adversely affect the Chargee's security provided that it is accepted that the Property will be under renovation and construction;
- (e) not at any time, except with the prior written consent of the Owner to 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;
- (f) duly and punctually pay all rates taxes and outgoings relating to the Property; and
- (f) 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 other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed,



provided that the Chargee shall only exercise such power of sale or other powers after the happening of any of the following events:

- (a) the Owner is in breach of its covenants or obligations under clause 3.1(a) of this Deed; or
- (b) an Act of Insolvency occurs.

Section 103 of the Law of Property Act 1925 does not apply to the security constituted by this deed.

**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:

- (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.

**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 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 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.
- 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.

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

THIS LABEL HAS BEEN  
ADDED TO ENABLE THE  
PAGE TO BE SCANNED.  
PLEASE NOTE THIS DOES NOT  
FORM PART OF THE DEED.

Signed as a deed by **UNITED CHURCH  
SCHOOLS FOUNDATION LTD** acting by  
a director in the presence of:

.....  
SIGNATURE

Witness Signature:

.....

Witness Name:

.....

Witness Address:

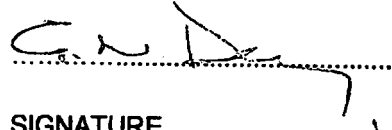
.....

.....

Witness Occupation:

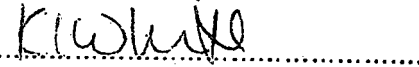
.....

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

  
.....

SIGNATURE

Witness Signature:

  
.....

Witness Name:

KAREN WHITE  
.....

Witness Address:

100 Holdenhurst Road  
.....

Bournemouth BH8 8PA  
.....

Witness Occupation:

P.A.  
.....

DATED

7 August

2020

2  
(1)  
1  
(2)

UNITED CHURCH SCHOOLS FOUNDATION LTD

McCARTHY & STONE RETIREMENT LIFESTYLES LIMITED

**LEGAL CHARGE**

of

**The Priory School, Bolters Lane, Banstead SM7 2AJ**

I certify this to be a complete, exact and true copy of the original document

Date: 07/08/2020

PRINT NAME: KATHRYN WILLIAMS

Signed: *K Williams*

Stone King LLP  
Registered Office at: BA1 2HJ

We hereby certify this to be a true and complete copy of the original.

Dated 20/08/2020

*Owen White*  
(SXS)



OWEN WHITE  
SOLICITORS  
Senate House  
62-70 Bath Road  
Slough  
Berkshire  
SL1 3SR

Tel: 01753 876800  
DX 3409 Slough

(Ref: SRB/grn/MCC12.11)

THIS LEGAL CHARGE is made on

7 August

2020

**BETWEEN:**

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** whose registered office is at 4th floor, 100 Holdenhurst Road, Bournemouth, Dorset BH8 8AQ (company registration number 06622231) ("the Owner")
- (2) **UNITED CHURCH SCHOOOLS FOUNDATION LTD** of Worldwide House, Thorpe Wood, Peterborough PE3 6SB (Company Registration No: 00018582) ("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) 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 or threatens to suspend 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) a petition is filed, a notice is given, a resolution is passed or 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 application is made to the court or 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 has become entitled to appoint or appoints an administrative receiver;
- (f) the Owner suspends or ceases, or threatens to suspend or cease carrying on all or a substantial part of its business;
- (g) the Owner is struck off from the Register of Companies; or
- (h) the Owner otherwise ceases to exist;

**Agreement**

an agreements dated 27 July 2019 and 8 July 2020 and made between the Chargee (1) and the Owner (2) in relation to the Property;

**Disposal**

a disposition within the meaning of section 205 of the Law of Property Act 1925 (other than an Exempt Disposal);

**Exempt Disposal**

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;

**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;

**Principal Sum**

£1,850,000 (one million hundred and fifty thousand pounds) excluding VAT;

**Property**

the freehold property at The Priory School, Bolters Lane, Banstead SM7 2AJ and registered at the Land Registry with title absolute under title number SY337864;

**Working Day**

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

**VAT**

value added tax chargeable under the Value Added Tax Act 1994 and any tax or duty of a similar nature replacing or supplemental to it.

**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**

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, the Owner shall pay Interest on that sum or the part of it from time to time outstanding.

### **4. CHARGE**

4.1 As continuing security for the sums due under clause 3, the Owner with full title guarantee charges the Property by way of a first legal mortgage.

4.2 Insofar as the Principal Sum 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 Principal Sum.

### **5. DISPOSALS**

5.1 The Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without repaying the Principal Sum.



- 5.2 The Owner shall apply for the entry of the following restriction against the Owner's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Owner and shall procure that the restriction has priority to any other mortgage or charge entered into by the Owner:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.1 of a legal charge dated ~~7~~ 7 August 2020 and made between United Church Schools Foundation Ltd (1) and McCarthy & Stone Retirement Lifestyles Limited (2) have been complied with or that they do not apply to the disposition."

- 5.3 The Chargee will 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.
- 5.4 On receipt of the Principal Sum the Chargee will supply the Owner with properly executed forms DS1 and RX4 to enable the Owner to apply to the Land Registry to remove the note of the charge and the restriction.

## 6. FURTHER COVENANTS

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) to keep the Property insured against standard commercial risks including loss of loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
- (d) use reasonable endeavours to ensure that the Property is kept in a state of repair and condition that does not materially adversely affect the Chargee's security provided that it is accepted that the Property will be under renovation and construction;
- (e) not at any time, except with the prior written consent of the Owner to 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;
- (f) duly and punctually pay all rates taxes and outgoings relating to the Property; and
- (f) 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 other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed,

provided that the Chargee shall only exercise such power of sale or other powers after the happening of any of the following events:

- (a) the Owner is in breach of its covenants or obligations under clause 3.1(a) of this Deed; or
- (b) an Act of Insolvency occurs.

Section 103 of the Law of Property Act 1925 does not apply to the security constituted by this deed.

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:

- (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.

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 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 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.
- 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.

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

Signed as a deed by **UNITED CHURCH  
SCHOOLS FOUNDATION LTD** acting by  
a director in the presence of:

S. R. Cichley  
SIGNATURE

Witness Signature:

M. ALLSOPP

Witness Name:

M. D. ALLSOPP

Witness Address:

193, VICTORIA AVENUE  
BORROWASH, DE72 5HG

Witness Occupation:

PAINTER & DECORATOR

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

.....

SIGNATURE

Witness Signature:

.....

Witness Name:

.....

Witness Address:

.....

.....

Witness Occupation:

.....



**FILE COPY**

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

Company number: 6622231

Charge code: 0662 223 1 0156

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2020 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2020 .

Given at Companies House, Cardiff on 5th September 2020



**Companies House**



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