



Registration of a Charge

Company Name: **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED**

Company Number: **06622231**



Received for filing in Electronic Format on the: **08/07/2022**

XB7SAXDC

Details of Charge

Date of creation: **23/06/2022**

Charge code: **0662 2231 0168**

Persons entitled: **TESCO STORES LIMITED**

Brief description: **ALL THAT LAND ADJACENT TO TESCO STORE, SALTERTON ROAD, EXMOUTH, REGISTERED AT THE LAND REGISTRY UNDER THE TITLE NUMBERS DN486734, DN492323 AND DN568048 AS SHOWN WITH DASHED BLUE LINE ON THE PLAN ATTACHED TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6622231

Charge code: 0662 2231 0168

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2022 .

Given at Companies House, Cardiff on 12th July 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 23 JUNE 2022

MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED

as Chargors

TESCO STORES LIMITED

as Chargee

CHARGE

in respect of sums due under an Overage Deed relating to (Clawback Overage)
land adjacent to Tesco Store, Salterton Road, Exmouth

I certify that save for material
redacted pursuant to s.859G of
the Companies Act 2006 the electronic
copy instrument delivered as part of
this application is a correct copy of
the original instrument

Bryan Cave Leighton Paisner LLP
Bryan Cave Leighton Paisner LLP,
Governor's House, 5 Laurence Pountney
Hill, London, EC4R 0BR

BRYAN
CAVE
LEIGHTON
PAISNER **BLP**

Bryan Cave Leighton Paisner LLP
Governor's House 5 Laurence Pountney Hill London EC4R 0BR
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

Contents

Clause	Name	Page
1	Definitions and Interpretation	1
2	Covenant For Payment	3
3	Security	3
4	Perfection of Security	4
5	Rights of Enforcement	4
6	Application of Receipts	5
7	Notices	6
8	Disposal	6
9	Discharge	7
10	Assignment and Transfer	7
11	General Provisions	7
12	Law and Jurisdiction	9
Schedule	Name	Page
1	The Property	10
2	Chargee's and Receiver's powers	11
Execution Page		14

DATED

23 JUNE

2022

PARTIES

- (1) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** (company no 6622231) whose registered office is at Fourth Floor 100 Holdenhurst Road Bournemouth Dorset DH8 8AQ (the "**Chargor**")
- (2) **TESCO STORES LIMITED** (company no 519500) whose registered office is at Tesco House Shire Park Kestrel Way Welwyn Garden City AL7 1GA (the "**Chargee**")

BACKGROUND

- (A) The Chargor has acquired the Property (as defined below) pursuant to a transfer (as defined below) pursuant to an agreement for sale (as varied) dated 29 February 2017 and varied by supplemental agreements dated 27 November 2018, 8 January 2020 and 23 JUNE 2022 and made between the Chargee (1) and the Chargor (2) (the "**Agreement**").
- (B) The Chargor has agreed to make an additional payment (an "**Additional Payment**") to the Chargee if and when certain conditions on certain disposals occur in relation to the value of the Property (as defined below) are met, in accordance with the terms of the Clawback Overage Deed.
- (C) The Chargor has agreed to charge the Property to the Chargee as set out in this Deed as security for any Additional Payment.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Clawback Overage Deed**" means a deed reserving clawback overage between the Chargor and the Chargee dated today.

"**Clawback Overage Period**" has the same meaning as in the Clawback Overage Deed.

"**Event of Default**" means:

- (a) the Chargor fails to pay the Additional Payment on the date due or otherwise breaches its obligations under this Deed and the terms of the Agreement and/or the Clawback Overage Deed; and/or
- (b) an event of insolvency occurs in relation to the Chargor including the inability of the Chargor to pay its debts within the meaning of section 123

Insolvency Act 1986, entry into liquidation whether compulsory or voluntary (except for the purpose of a solvent amalgamation or reconstruction), the passing of a resolution for a creditors' voluntary winding-up, the entry into any composition or voluntary arrangement in satisfaction of its debts or a scheme of arrangement of its affairs, the giving of a notice of appointment of an administrator, the making of an administration order and the appointment of a receiver or manager or administrative receiver and in relation to the various events of insolvency they are, wherever appropriate, to be interpreted in accordance and conjunction with the relevant provisions of the Insolvency Act 1986.

"Party" means a party to this Deed.

"Plan" means the Plan annexed to this Deed at the Appendix

"Property" means the property transferred by the Transfer details of which are set out in Schedule 1 (*The Property*).

"Receiver" means any one or more receiver or manager, administrator, or receiver and manager or administrative receiver appointed by the Chargee under this Deed (whether sole, joint and/or several and including any substitute).

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) all monies and proceeds paid or payable in respect of that asset;

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Security Interests" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

"Transfer" means the transfer dated 23 JUNE 2022 and made between the Chargee (1) and the Chargor (2).

1.2 **Construction**

Unless the contrary intention is expressed, all defined terms in the Agreement, the Transfer and the Clawback Overage Deed have the same meaning here.

1.3 **Disposition of Property**

The terms of the Transfer, the Agreement and the Clawback Overage Deed and of any side letters between the Parties to this Deed are incorporated into this Deed to the extent required for the purported disposition of the Property contained in any

such document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT FOR PAYMENT

2.1 Covenant to pay

The Chargor covenants with the Chargee that it will:

- (a) comply with and perform its obligations under the Clawback Overage Deed; and
- (b) indemnify and keep the Chargee indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned as a result of a failure to comply with the obligations in Clause 2.1(a).

3 SECURITY

3.1 General

All the security created under this Deed is created with full title guarantee in favour of the Chargee as continuing security for the performance of the Chargor's obligations under this Deed.

3.2 Fixed charge

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) the Property;
- (b) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them;
- (c) all easements, licences and other rights relating to the Property in which it has an interest; and
- (d) all Related Rights in respect of the Charged Assets referred to in this Clause 3.2 (*Fixed charge*).

3.3 Assignment

The Chargor assigns subject to the provisions of Clause 9 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) the proceeds of any disposal of the Property;
- (b) the monies payable to it under any insurances relating to the Property;
- (c) all causes of action and other rights and remedies in connection with the Property which it has an interest; and
- (d) all Related Rights in respect of the Charged Assets referred to in this Clause 3.3 (*Assignment*).

4 PERFECTION OF SECURITY

4.1 Further assurance

The Chargor shall execute and do at its own cost and in such form as reasonably required by the Chargee:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Chargee may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

4.2 Notices

If the Chargee so requests, the Chargor shall:

- (a) serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice; and
- (b) affix or indorse (as appropriate) a notice of the security intended by this Deed on any Charged Asset,

in both cases in form and substance satisfactory to the Chargee.

4.3 Restriction

The Chargor authorises the Chargee to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"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 written consent signed by the proprietor for the time being of the charge dated 23 June 2022 in favour of Tesco Stores Limited referred to in the Charges Register (or its conveyancer)."

5 RIGHTS OF ENFORCEMENT

5.1 Enforcement

- 5.1.1 The enforcement powers of the Chargee in connection with this Deed shall be immediately exercisable upon an Event of Default or, at the Chargee's discretion, at the request of the Chargor.
- 5.1.2 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- 5.1.3 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred.

5.2 Chargee's and Receiver's powers and rights

5.2.1 The Chargee shall have the power to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee.

5.2.2 The Chargee (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to:

- (a) exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act 1986 whether or not the Chargee and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 2 (*Chargee's and Receiver's powers*)

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

5.3 Receiver as agent

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Chargee shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

5.4 Further powers

If the Chargor defaults in the observance and performance of any obligation to the Chargee, the Chargee or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

5.5 Power of attorney

The Chargor by way of security irrevocably appoints the Chargee and every Receiver severally its attorney in its name and on its behalf to execute any documents and do or perfect anything which the Chargee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.

6 APPLICATION OF RECEIPTS

6.1 Priority of payment

Subject to sums secured by Security Interests having priority to the Security Interests created by this Deed, all monies received by the Chargee and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise);

- (b) **secondly**, (in so far as not contemplated by the preceding sub-clause) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Chargee in relation to the Agreement; and
- (c) **finally**, to the Chargee.

6.2 **Crediting to suspense account**

The Chargee or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Chargee or that Receiver thinks fit.

7 **NOTICES**

The provisions as to notices set out in the Agreement will apply to this Deed as if set out in full here and as if each reference to the "**Seller**" is a reference to the "**Chargee**" and each reference to the "**Buyer**" is a reference to the "**Chargor**".

8 **DISPOSAL**

8.1 The Chargee will at its own cost within 10 working days of written request send the Chargor a properly executed form DS3 and RX4 in respect of any part of the Property that is subject to:

- (a) any freehold or leasehold disposal for nominal consideration for the siting of an electricity substation gas governor pumping station road or other similar service facility;
- (b) the grant of any easement or wayleave for nominal consideration for the siting of an electricity substation gas governor pumping station rod or other similar service facility;
- (c) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway;
- (d) the grant of any easements or rights wholly for the benefit of the development of the Property;
- (e) a contract for and/or the completion of the sale of or grant of a lease of a unit of residential accommodation at the Property, whether comprising a flat, maisonette, apartment, house or bungalow;
- (f) any disposal of amenity areas to a management company or, if required by a planning obligation, to a local authority for nominal consideration; or
- (g) the freehold transfer of or grant of a long leasehold interest in part of the Property to Devon and Cornwall Police (or such other entity as Devon and Cornwall Police shall designate in its place).

8.2 The Chargee will at its own cost within 10 working days of written request send the Chargor a properly executed form DS3 and RX4 in respect of:

- (a) the freehold transfer; or

- (b) the grant of a lease for a term of 60 years or more (whether or not at a premium)

of that part of the Property delineated by a dotted green line on the plan to the Transfer (whether to East Devon District Council or otherwise).

- 8.3 The Chargor shall not, without the prior written consent of the Chargee (which consent is not to be unreasonably withheld or delayed) create or permit any second or subsequent legal charge to be registered against the title to the Property or any part of it.

9 DISCHARGE

- 9.1.1 The Chargee will, at the request and cost of the Chargor, discharge this Deed:

- (a) if the Clawback Overage Period expires and no Additional payment has been triggered, promptly after the Chargor provides evidence to demonstrate to the reasonable satisfaction of the Chargee that no Additional Payment has been triggered under the Clawback Overage Deed; or
- (b) if an Additional Payment has become due, promptly following the date on which the Chargee is satisfied that the Additional Payment and any other amounts outstanding under this Deed have been unconditionally and irrevocably paid, repaid and discharged in full

- 9.1.2 No discharge will be of any effect if any security or payment given or made in respect of the Additional Payment or other amounts outstanding under this Deed are rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

10 ASSIGNMENT AND TRANSFER

10.1 Assignment by the Chargor

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

10.2 Assignment by the Chargee

The Chargee may each at any time transfer, assign or novate all or any part of its respective rights, benefits or obligations under this Deed in accordance with the provisions of the Agreement.

11 GENERAL PROVISIONS

11.1 Immediate recourse

It shall not be necessary for the Chargee before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person.

11.2 Exercise of powers and liability

- 11.2.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Chargee of any other security at any time held by the Chargee.

11.2.2 The Chargee may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Chargee on demand.

11.2.3 None of the provisions of this Deed shall be deemed to impose on the Chargee or imply on their part any obligation or other liability in relation to the Charged Assets.

11.3 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

11.4 Expenses

The Chargor must pay the Chargee within three business days of demand the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights against it under this Deed.

11.5 Rights of third parties

11.5.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.5.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

11.6 Partial invalidity

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or legality, validity or enforceability of the remaining provisions in any jurisdiction.

11.7 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedies provided by law.

11.8 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

12 LAW AND JURISDICTION

12.1 Governing Law

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

12.2 Jurisdiction

12.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

12.2.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.

12.2.3 This Clause 11.2 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

Schedule 1
The Property

All that land adjacent to Tesco Store, Salterton Road, Exmouth registered at the Land Registry under title numbers DN486734, DN492323 and DN568048 shown for the purposes of identification with a dashed blue line on the Plan.

Schedule 2
Chargee's and Receiver's powers

1 Conduct of business

(a) Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (ii) acquire any proper chattels, plans, machinery and materials.

(b) Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases

(c) Compromise claims

To compromise any claim relating to the Charged Assets.

(d) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Additional Payment and with or without security.

(e) VAT

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements.

(f) Employees

To:

- (i) enter into, adopt and/or terminate any contract of employment; and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 Dealing with the Chargor's assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

- (c) Receipts
To give receipts and releases for any sums received.
- (d) Carry on works
To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Agreement.
- (e) Assumption of rights
To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.
- (f) Insurance
To effect insurances on such terms as it thinks fit.
- (g) Planning permissions and consents
To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.
- (h) Acquisition of property
To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.
- (i) Negotiation
To negotiate and conclude reviews of rent and otherwise deal in relation to the occupational leases and the tenants' and guarantors' respective obligations under them.

3 Disposals

- (a) Selling
To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:
 - (i) for immediate or deferred consideration;
 - (ii) in return for a single payment or instalments; and
 - (iii) for consideration wholly or partly in cash, property or securities in whatever form,and in all cases the terms of which shall bind any subsequent mortgagee.

(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (i) with or without any rent, review of rent, fine or premium; and
- (ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule;
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

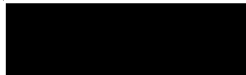
All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

EXECUTION PAGE

Executed MARCUS VINNICOMBE by
as attorney for **TESCO STORES LIMITED**
under a power of attorney in the presence
of:

Name of witness: Gemma Wicks Attorney for
TESCO STORES LIMITED

Signature of witness: 

Address: TESCO, Shire Park, Welwyn Garden City, AL7 1QA

Occupation: Team secretary

Executed as a deed by

)
)
)

_____ as attorney for

**MCCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED** under a power of
attorney dated 13 June 2016 and varied by
letter dated 11 August 2022 in the presence
of:

Attorney

Name of witness:

Signature of witness:

Address:

Occupation:

EXECUTION PAGE

Executed by)
as attorney for **TESCO STORES LIMITED**)
under a power of attorney in the presence)
of:)

Name of witness; Attorney for
TESCO STORES LIMITED

Signature of witness:

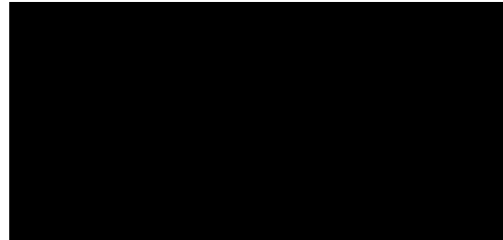
Address:

Occupation:

Executed as a deed by)
)
)

Roger Derek Woolley as attorney for

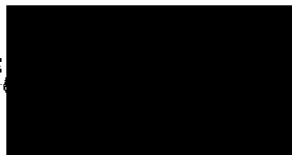
**MCCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED** under a power of
attorney dated 13 June 2016 and varied by
letter dated 11 August 2022 in the presence
of:



Attorney

Name of witness: Rebecca Humm

Signature of witness:



Address: **LESTER ALDRIDGE LLP
ALLEYN HOUSE
CARLTON CRESCENT
SOUTHAMPTON
HANTS SO15 2EU**

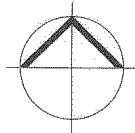
Occupation: Solicitor

Appendix Plan

Responsibility is not accepted for errors made by others in scaling from this drawing.
All construction information should be taken from figured dimensions only.

0mm 50mm

NORTH



KEY:

- Site Boundary
2.47 acres 1.00 hectare
- Application Site Area exc.
Redgate Cottage access road
2.31 acres 0.93 hectare
- Extra Care Site Boundary
1.98 acres 0.8 hectare
- Extra Care Site exc.
Redgate Cottage access road
1.86 acres 0.75 hectare
- Business Site Boundary
0.49 acres 0.2 hectare
- Business Site exc.
Redgate Cottage access road
0.45 acres 0.18 hectare

- Trees Removed
- Root Protection Zone
- Step In Building
- Retaining Wall / Gabions

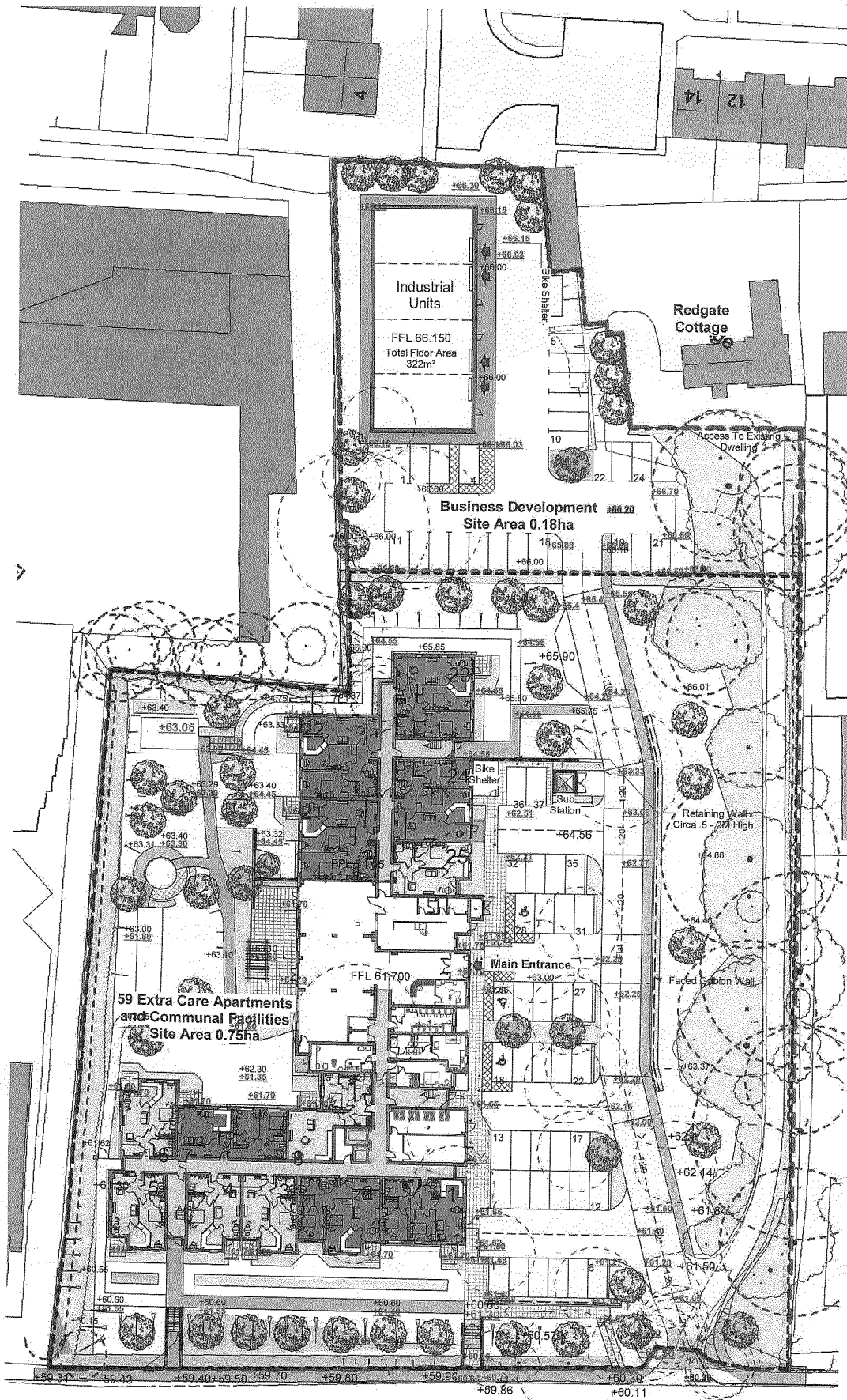
+0.00 - Indicative Existing Levels
+0.00 - Indicative Proposed Levels

NOTE:

For Tree Constraints Plan refer to Keen drawing
1344-KC-XX-YTREE-TCP01RevA


For Tree Protection Plan refer to Keen drawing
1344-KC-XX-YTREE-TreeProtectionPlan01RevB

For Levels refer to Landscape Architects/Civil
Engineers drawing



SALTERTON ROAD

59.7m

18/09/21		First Issue		FJ	SH
REV	DATE	DESCRIPTION	BY	CHK	
STRIDE TREGLOWN					
© Stride Treglowm Limited 2018					
Approved for Issue by: 					
CLIENT NAME			ORIGINATOR NO		
McCarthy & Stone			153309		

PROJECT
Retirement Living Plus, Exmouth
Salterton Road,
Exmouth,
Devon,
EX8 2TS

DRAWING TITLE
Proposed Site Plan - A3

SUITABILITY STATUS Planning	SCALE 1 : 500 @ A3
--------------------------------	-----------------------

McCarthy Stone
Life, well lived

REGION PROJECT NO, STAGE NO, DISCIPLINE DRAWING NO, REV/DRAWING TITLE
SO- 2427- 03- AC-03- -- Proposed
Site Plan - A3