



Registration of a Charge

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

Company Number: **06622231**



Received for filing in Electronic Format on the: **12/07/2021**

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Details of Charge

Date of creation: **25/06/2021**

Charge code: **0662 2231 0162**

Persons entitled: **HILLBROOK GRANGE RESIDENTIAL CARE HOME**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND TO THE NORTH OF HILLBROOK GRANGE RESIDENTIAL CARE HOME, HILLBROOK GRANGE, ACK LANE EAST, BRAMHALL, STOCKPORT (SK7 2BY) SHOWN EDGED RED ON THE PLAN AND BEING PART OF THE PROPERTY REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER MAN174812. FOR FULL DETAILS OF THE CHARGE, PLEASE REFER DIRECTLY TO THE CHARGING DOCUMENT.**

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: **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 FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ROBERT ARNISON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6622231

Charge code: 0662 2231 0162

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2021 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2021 .

Given at Companies House, Cardiff on 15th July 2021

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

25 June

2021

- (1) HILLBROOK GRANGE RESIDENTIAL
CARE HOME
- (2) MCCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED

LEGAL CHARGE

of

**land to the north of Hillbrook Grange Residential Care
Home**

I HEREBY CERTIFY THAT SAVE FOR MATERIAL
REDACTED PURSUANT TO SECTION 859G OF
THE COMPANIES ACT 2006 THIS IS A TRUE
COMPLETE AND CORRECT COPY OF THE ORIGINAL
DOCUMENT.

Lester Aldridge LLP
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Carlton Crescent
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SO15 2EU

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R. Arnison

ROBERT ARNISON

DLA PIPER UK LLP.

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THIS LEGAL CHARGE is made on

25 June

2021

BETWEEN:-

- (1) **Owner** : **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** whose registered office is at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ (company registration number 06622231).
- (2) **Chargee** : **HILLBROOK GRANGE RESIDENTIAL CARE HOME** whose registered office is at Hillbrook Grange, Ack Lane East, Bramhall, Stockport SK7 2BY (company registration number 07125607).

BACKGROUND

- 0.1 By the terms of the Agreement (defined in clause 1.1) the Owner agreed to purchase the Property (defined in clause 1.1) subject to obligations to make payments to the Chargee of deferred consideration.
- 0.2 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.
- 0.3 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. DEFINITIONS AND INTERPRETATION

In this Deed:

- 1.1. the following words and expressions shall have the following meanings unless otherwise stated:

- 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 28 February 2018 and made between the Chargee (1) and the Owner (2) in relation to the Property as subsequently varied by:

- (1) an agreement dated 30 August 2018 made between the Seller (1) and the Buyer (2);
- (2) an agreement dated 2 March 2020 made between the Seller (1) and the Buyer (2);
- (3) an agreement dated 13 August 2020 made between the Seller (1) and the Buyer (2); and
- (4) an agreement dated 24 May 2021 made between the Seller (1) and the Buyer (2).

Disposal

: a disposition within the meaning of section 27(2) of the Land Registration Act 2002 (other than an Exempt Disposal);

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 freehold or 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.

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 : £1,396,700.

Property : The freehold property known as land to the north of Hillbrook Grange Residential Care Home, Hillbrook Grange, Ack Lane East, Bramhall, Stockport (SK7 2BY) shown edged red on the Plan and being part of the property registered at HM Land Registry with title absolute under title number MAN174812

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

- 1.2. 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;
- 1.3. Words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 1.4. Words importing the singular number include the plural and vice versa;
- 1.5. Clause paragraph and schedule headings are not to affect interpretation;
- 1.6. 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;
- 1.7. 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.
- 1.8. Any references to "liability" include where the context allows claims demands proceedings damages loss costs and expenses.
- 1.9. Any references 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.
- 1.10. 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. COVENANT TO PAY

2.1. The Owner covenants with the Chargee to pay to the Chargee:

2.1.1. the Principal Sum in the manner set out in and pursuant to the terms of the Agreement; and

2.1.2. if the Owner fails to make any payment due under this Deed on the due date for payment, the Owner shall pay Interest on that sum or the part of it from time to time outstanding.

3. CHARGE

3.1. The Owner with full title guarantee charges the Property by way of a first legal mortgage.

3.2. 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.

4. DISPOSALS

4.1. The Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without a consent in writing signed by the Chargee (such consent not to be unreasonably withheld or delayed where the disponent provides the Chargee with a replacement legal charge substantially in the same form as this Deed.)

4.2. The Owner consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1 of a legal charge dated 25 June 2021 and made between Hillbrook Grange Residential Care Home (1) and McCarthy & Stone Retirement Lifestyles Limited (2) have been complied with or that they do not apply to the disposition."

4.3. The Owner will at its own cost send to the Chargee for execution form DS3 and RX4 in respect of any part of the Property that is subject to an Exempt Disposal and the Chargee will execute and return the same to the Owner within 10 Working Days of request.

4.4. Within 10 Working Days of receipt of the Principal Sum the Chargee will apply to HM Land Registry to remove the restriction.

5. FURTHER COVENANTS

5.1. The Owner further covenants with the Chargee:

- 5.1.1. within 5 Working Days of a written demand to repay to the Chargee all monies costs charges and expenses properly paid or incurred by the Chargee in relation to the enforcement of the security created by this Deed;
- 5.1.2. to comply with all obligations covenants conditions restrictions and stipulations affecting or attaching to the Property (so far as the same are still subsisting and capable of being enforced);
- 5.1.3. duly and punctually pay all rates taxes and outgoings relating to the Property;
- 5.1.4. to comply with all obligations relating to the Property imposed by any present or future statute or any statutory instrument regulation or order made under it or imposed by any statutory public local or other authority and any court of law and any government department;
- 5.1.5. not to create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed); and
- 5.1.6. to execute and do all such assurances and things as the Chargee may reasonably require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Chargee may reasonably think fit and direct, and exercising all powers, authorities and discretions conferred by this charge or by law on the Chargee or any receiver appointed by it.

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:
 - 6.1.1. the Owner is in breach of its covenants or obligations under clause 2.1.1 of this Deed; or
 - 6.1.2. an Act 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:
 - 6.2.1. to sell the Property on such terms as the receiver thinks fit;
 - 6.2.2. to grant options to sell the Property on such terms and in such circumstances as the receiver thinks fit;
 - 6.2.3. 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;

- 6.2.4. to accept the surrender of any lease or tenancy on such terms as the receiver thinks fit;
 - 6.2.5. 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;
 - 6.2.6. 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;
 - 6.2.7. 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;
 - 6.2.8. 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;
 - 6.2.9. 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
 - 6.2.10. to do all such other acts and things as may in the opinion of the receiver be necessary or desirable in connection with any of the foregoing powers.
- 6.3. All sums expended by the receiver in pursuance of the powers conferred on it by this Deed will on demand be repaid by the Owner and will be paid together with Interest.
- 6.4. Any receiver appointed in relation to this Deed is the agent of the Owner. The Owner is solely responsible for the receiver's acts defaults and remuneration. The Chargee and the receiver are entitled to be indemnified by the Owner in respect of all liability suffered or incurred directly or indirectly by either of them in the execution of any powers authorities or discretions vested in either or both of them or in respect of any matter or thing done or omitted to be done in relation to the Property.

7. MONEY ARISING ON ENFORCEMENT OF SECURITY

- 7.1. All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:
- 7.1.1. in payment or satisfaction of the costs, expenses and liabilities properly incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,

7.1.2. in payment of any interest remaining unpaid, and

7.1.3. in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled. If the Lender so determines payments may be made on account of such principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but such alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

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 or sent by email and served:

10.2.1. at its registered office where the receiving party is a company incorporated in the United Kingdom; or

- 10.2.2. where the receiving party is the Owner at the Property; or
- 10.2.3. 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; or
- 10.2.4. if served by email, to all of the following email addresses for the relevant recipient:

to the Owner at: Nick.Dell@mccarthyandstone.co.uk and Lucy.Stevens@ja-law.com and info@ja-law.com

to the Chargee at: bruce.bissell@btinternet.com and robert.arnison@dlapiper.com and rehab-man@dlapiper.com (or to such other address or addresses as are notified in writing from the Seller to the Buyer by reference to this clause)

- 10.3. A notice shall not be sufficiently served if sent by email unless:
 - 10.3.1. it is sent to all of the email addresses stated above for the relevant recipient;
 - 10.3.2. the email subject is headed in capitals "NOTICE PURSUANT TO MCCARTHY & STONE LAND TO THE NORTH OF HILLBROOK GRANGE, BRAMHALL CONTRACT LEGAL CHARGE"; and
 - 10.3.3. hard copies of the email and notice are delivered personally or sent by pre-paid first class post or recorded delivery to the recipient within two Working Days of the date of the email.
- 10.4. 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.
- 10.5. A notice sent by email is to be treated as served on the day on which it is sent unless the email 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.

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

EXECUTED as a deed by [MARK RICHARDY BENNETT]
as attorney for **McCARTHY &
STONE RETIREMENT LIFESTYLES LIMITED**)
under a power of attorney dated 13 June 2016) Attorney
in the presence of a witness:

Witness's signature :

Witness's name (capitals) :

Witness's address (capitals) :

Witness's occupation
(capitals) :

ALICIA MATUTINO-BARNES

APPRENTICE

EXECUTED as a deed, but not delivered)
until the first date specified on page 1, by
[] and
[], as two of the
charity trustees of **HILLBROOK GRANGE
RESIDENTIAL CARE HOME
LIMITED**, a charity, under a general)
authority conferred pursuant to section 333
of the Charities Act 2011)
in the presence of a witness:)

Authorised signatory

Authorised signatory

Witness's signature :

Witness's name (capitals) :

Witness's address (capitals) :

Witness's occupation
(capitals) :

