



Registration of a Charge

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

Company Number: **06622231**



Received for filing in Electronic Format on the: **06/08/2021**

XAAC77F7

Details of Charge

Date of creation: **03/08/2021**

Charge code: **0662 2231 0163**

Persons entitled: **TAYLOR WIMPEY UK LIMITED**

Brief description: **BY WAY OF LEGAL MORTGAGE THE FREEHOLD LAND AT AREA J, ABBOTSWOOD COMMON ROAD, ROMSEY SHOWN EDGED RED ON THE PLAN ATTACHED TO THE LEGAL CHARGE BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER HP774538 (FOR FURTHER DETAILS PLEASE REFER 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: **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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6622231

Charge code: 0662 2231 0163

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2021 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2021 .

Given at Companies House, Cardiff on 9th August 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**

Draft number: 4
Last revised: 19 07 2021 WBD

DATED 3 August **2021**

(1) TAYLOR WIMPEY UK LIMITED

(2) McCARTHY & STONE RETIREMENT
LIFESTYLES LIMITED

LEGAL CHARGE

of

**Land at Area J, Abbotswood Common Road, Abbotswood,
Romsey, SO51 0BX**

Lester Aldridge LLP
Solicitors

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

Tel: 01202 786161
Fax: 01202 786143

E mail: deena.blake@la-law.com
Ref: 6.DBL.MCC0033.002829

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THIS LEGAL CHARGE is made on

3 August

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** : **TAYLOR WIMPEY UK LIMITED** whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (company registration number 01392762).

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 pursuant to the Deed of Release (as defined in clause 1.1) .
- 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 that such payments will be so secured by way of a legal charge over the Property under the terms of this Deed.

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 21 December 2018 as varied by a supplemental agreement dated 28 February 2019 and a supplemental agreement dated 14 April 2021 and made between (1) the Chargee and (2) the Owner in relation to the Property;
Deed of Release	: The deed of release of covenants and overage provisions between the Owner and the Chargee which was completed pursuant to the Agreement on the date of this Deed;
Disposal	: a disposition within the meaning of section 27(2) of the Land Registration Act 2002;
Interest	: interest at 4% 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.
Payment Date	: 5 November 2021
Principal Sum	: £400,000 (four hundred thousand pounds) exclusive of VAT (if any).
Property	: the freehold land at Area J, Abbotswood Common Road, Romsey shown edged red on the attached plan and being part of the land registered at the Land Registry with title absolute under title number HP774538.



POPE PRIESTLEY ARCHITECTS

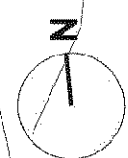
ARCHITECTURE | TOWN PLANNING | URBAN DESIGN

UNIT 15, VICARAGE FARM BUSINESS PARK, WINCHESTER ROAD, FAIR OAK, HAMPSHIRE SO40 7TD T: +44 (0)23 80333228 E: info@poppriestley.co.uk
CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE. ONLY DIMENSIONS ARE TO BE WORKED FROM. DIMENSIONS MUST BE REPORTED TO THE ARCHITECT BEFORE INCORPORATING.
DRAWING HAS PREPARED IN ACCORDANCE WITH 'DRAWING PRACTICES' AND 'DRAWING PRACTICES' ARE TO BE USED IN ALL PROJECTS. THE DRAWING IS COPYRIGHT ©

AREA J
PLAN 1
The Perbury (Developments) Limited
Abbaswood
Local Centre
and part areas J + K

N.S.M.

SCALE 1:500	DATE	AUTHOR	CHECK	DRAWING NO.	REVISION
1:500	13.04.2018	VJ/J	-	PP1230 PLAN 1	-



SCALE BAR = DIMENSIONS AT THE SCALE

IMPORTANT NOTE FOR USE OF THIS DRAWING: THIS DRAWING HAS BEEN PRODUCED SPECIFICALLY FOR THE PROJECT AND THE ARCHITECT CANNOT BE HELD RESPONSIBLE FOR THE USE OF THIS INFORMATION FOR ANY OTHER PROJECT. THE ARCHITECT HAS SPECIFICALLY INTENDED THIS DRAWING REFLECTS STANDARDS AGREED FOR THIS PROJECT AND CURRENT AT THE TIME OF PRODUCTION AND WILL NOT BE UPDATED IN ACCORDANCE WITH CHANGING LEGISLATION AND/OR OTHER REQUIREMENTS.

Secured Sums : The Principal Sum plus Interest plus any costs properly incurred by the Chargee in enforcing the terms of this Deed including without limitation any costs payable by the Owner pursuant to clause 5.1.1 in respect of this Deed.

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 Payment Date, the Owner shall pay Interest on that sum or the part

of it from time to time outstanding until the date that the Principal Sum is paid to the Chargee.

3. CHARGE

- 3.1. As continuing security for the payment and discharge of the Secured Sums, the Owner with full title guarantee charges the Property to the Chargee by way of a first legal mortgage.
- 3.2. Insofar as the Secured Sums are unable to be secured by way of a charge by way of legal mortgage the Owner with full title guarantee charges the Property by way of equitable mortgage with the payment to the Chargee of the 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 consent in writing signed by the Chargee.
- 4.2. On completion of this Deed the Owner shall apply to HM Land Registry:
- 4.2.1. to register this Deed; and
 - 4.2.2. to register for the following restriction to be registered against its title to the Property:
 - 4.2.3. "No disposition of the registered estate by the proprietor of the registered estate is to be registered without written consent signed by the proprietor for the time being of the charge dated 13 August 2021 in favour of Taylor Wimpey UK Limited referred to in the charges register or their conveyancer."
- 4.3. On receipt of the Secured Sums the Chargee will as soon as reasonably practicable but no later than 10 Working Days apply to the Land Registry to remove the restriction referred to above at paragraph 4.2.3.

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; and
 - 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.

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. POWER OF ATTORNEY

7.1. For as long as any charge created by virtue of this Deed subsists the Owner irrevocably appoints the Chargee (and any person nominated in writing under the hand of any officer of the Chargee including a receiver) to act jointly and severally where appropriate as the attorney of the Owner.

7.2. In the Owner's name and on its behalf and as the act and deed of the Owner the Chargee as such attorney may execute and deliver any deed assurance agreement or instrument or perform any other act which may be necessary or desirable for any of the purposes of this Deed.

8. TRUST POWERS

8.1. The Owner declares that as and when the security created by this Deed is enforceable the Owner will hold the Property (subject to its rights of redemption) upon trust to convey assign or otherwise deal with the Property in such manner and in favour of such person as the Chargee directs.

8.2. Insofar as the Property is charged by way of equitable mortgage the Owner declares that it holds the Property on trust so that the Chargee will have such powers of sale and leasing as the Chargee would have had under a charge by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially.

8.3. The Owner declares that it is lawful for the Chargee by deed to appoint a new trustee or trustees of the Property whether in addition to or in substitution for the Owner as if the Owner wished to be discharged from the trust or in place of any trustee or trustees as if he or they were dead.

9. NOTICES

9.1. All notices under this Deed must be in writing.

9.2. Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand or sent by special or recorded delivery and served:

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- 9.2.1. where the receiving party is the Owner at 4th floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ together with an email to Ed.Garcia@mccarthyandstone.co.uk and info@la-law.com; or
 - 9.2.2. where the receiving party is the Chargee at Colvedene Court, Wessex Business Park, Colden Common SO21 1WP marked for the attention of: Phillip Rosewarne together with an email to Phillip.Rosewarne@taylorwimpey.com); or
 - 9.2.3. at an address specified in a notice given by that party to the other.
- 9.3. Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received.

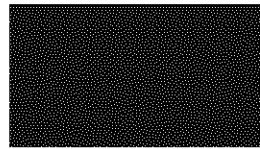
10. THIRD PARTY RIGHTS

Save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

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

Draft number: 4
Last revised: 19 07 2021 WBD

EXECUTED as a deed by **McCARTHY & STONE RETIREMENT LIFESTYLES LIMITED**)
by a director in the presence of a witness:)



NICHOLAS DELL

NAME (Print)

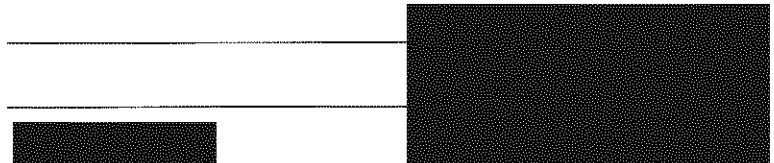
Witness's signature :



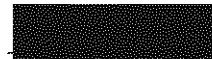
Witness's name (capitals) :

NATHAN EDWARD WATSON

Witness's address (capitals) :



Witness's occupation
(capitals) :



EXECUTED as a deed by **TAYLOR**)
WIMPEY UK LIMITED

Attorney
Attorney

Witness's signature :

Witness's name (capitals) :

Witness's address (capitals) :

Witness's occupation
(capitals) :
