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COMPANIES FORM No 395

Particulars of a mortgage or charge

128117/13
395

CHFP000

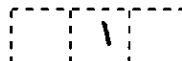
A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number



5984851

Name of Company

McCarthy & Stone (Home Equity Interests) Limited (the "Company")

*insert full name of
company

Date of creation of the charge

22 May 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Fixed and Floating Security Document (the "**Security Document**") dated 22 May 2009 between the Company and The Bank of New York Mellon, London Branch as security agent for the benefit of the Secured Parties (as defined below) (the "**Security Agent**", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Bank of New York Mellon, London Branch as Security Agent for the benefit of the Secured Parties

One Canada Square, London

Postcode

E14 5AL

Presentor's name address and
reference (if any):Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Hannah Chuter

Please return
via
CH London Courier

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY



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LD5

28/05/2009

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COMPANIES HOUSE

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed *Linklaters LLP*

Date *28* May 2009

On behalf of chargee

Note

¹ Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Name of Company

McCarthy & Stone (Home Equity Interests) Limited

Company Number

5984851

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to:

a) any Finance Party under or in connection with any Finance Document; and

b) any Hedge Counterparty under or in connection with any Hedging Agreement,

(in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged

1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties):

1.1 Present Real Property: by way of first fixed equitable mortgage, all its Real Property in England and Wales (save and except for the properties subject to security permitted by paragraph (a) of the definition of "Permitted Security" in the Facilities Agreement over which there shall be second ranking fixed equitable mortgage), but including the Real Property described in Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3) belonging to it at the date of the Security Document and all Real Property acquired by it in the future;

1.2 Future Real Property: all Real Property acquired by it in the future; and

1.3 Other Assets: by way of first fixed charge, all its present and future:

- (a) General Book Debts;
- (b) General Bank Accounts;
- (c) Specific Book Debts;
- (d) Specific Bank Accounts;
- (e) Investments (including the shares described in Schedule 4 (*Investments*) to the Security Document, as set out in Note (4));
- (f) uncalled capital and goodwill;
- (g) Intellectual Property (including that described in Schedule 5 (*Intellectual Property*) to the Security Document, as set out in Note (5));
- (h) rights to use Intellectual Property owned by third parties under licences granted to it;
- (i) rights to receive royalties or other income from third parties in relation to those third parties' use of the Intellectual Property owned by it;
- (j) beneficial interest in any pension fund;
- (k) plant and machinery;
- (l) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
- (m) rights under any agreement relating to the purchase of any of the Real Property;
- (n) rights under any agreement for the sale of any of the Real Property including, without limitation, under any Land Agreement (or any other Charged Asset);
- (o) benefit in respect of any Authorisations (to the extent held in connection with the use of any of the Real Property) and the right to recover and receive all compensation which may be payable in respect of them;
- (p) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, Fixtures and fittings at the date of the Security Document or in future on any of the Real Property and/or by any other person under contract with or under a duty to it in respect of them;

Short particulars of all the property mortgaged or charged

- (q) easements and other rights at any time vested in, or conferred on, it in connection with or otherwise for the benefit of any of the Real Property; and
- (r) rights under any contract relating to the Development or refurbishment of any of the Real Property.

2 Floating Charge

- 2.1 Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above). The floating Charge created by the Company is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act. Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document and the Security Agent may appoint an Administrator of the Company pursuant to that paragraph.

Note (1): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 27.14 (*Negative pledge*) of the Facilities Agreement, except as permitted by that clause.
- 2 Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to dispose of any Charged Asset as permitted by clause 27.15 (*Disposals*) of the Facilities Agreement and subject always to clause 6 (*Real Property*) and clause 7 (*Restrictions on Land Agreements*) of the Security Document.
- 3 Conversion by Notice:** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):
 - (a) if, acting on the instructions of the Majority Lenders, it confirms that it is desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
 - (b) after the occurrence of an Enforcement Event.
- 4 Automatic Conversion:** If:
 - (a) the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge; or
 - (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

Any reference to "assets" includes present and future properties, revenues and rights of every description.

Short particulars of all the property mortgaged or charged

Any reference to a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"**Accession Deed**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"**Agent**" means the agent as defined in the Facilities Agreement.

"**Ancillary Document**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Ancillary Lender**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, other than, in each case, in relation to the use of Intellectual Property.

"**Back Stop Facility**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Back Stop Facility Commitments**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Bank Accounts**" means the General Bank Accounts and the Specific Bank Accounts.

"**Borrower**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Closing Date**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"**Commitments**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Compliance Certificate**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Debt Transfer Agreement**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"**Delegate**" means a delegate or sub-delegate appointed under clause 16.2 (*Delegation*) of the Security Document.

"**Development**" means the development of land for residential or commercial use (or a combination of both residential and commercial use), together in each case with all ancillary uses and infrastructure as appropriate.

"**Disposal**" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

Short particulars of all the property mortgaged or charged

"Enforcement Event" means:

- (a) an Event of Default which is continuing pursuant to which the Facility Agent exercises any of its rights under clause 28.18 (*Acceleration*) of the Facilities Agreement; or
- (b) an Event of Default (A) which is likely to have an adverse effect on the value, marketability or use of the Security or (B) as a result of which the Security Agent (acting on the instructions of the Majority Lenders) confirms that the Charged Assets are in jeopardy.

"Event of Default" means any event or circumstance specified as such in clause 28 (*Events of Default*) of the Facilities Agreement.

"Facilities Agreement" means the facilities agreement dated 24 April 2009 between, among others, McCarthy & Stone Limited (formerly Hackremco (No. 2579) Limited), McCarthy & Stone (Developments) Limited (formerly Hackremco (No. 2580) Limited), McCarthy & Stone Retirement Lifestyles Limited (formerly Hackremco (No. 2581) Limited), the Lenders named in that agreement, The Bank of New York Mellon, London Branch as Agent, Bank of Scotland plc as Issuing Bank and The Bank of New York Mellon, London Branch as Security Agent (as amended from time to time).

"Facility A" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Facility B1" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Fee Letter" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) any Accession Deed
- (c) any Ancillary Document
- (d) any Compliance Certificate
- (e) any Fee Letter
- (f) any Hedging Agreement
- (g) the Intercreditor Agreement
- (h) any Resignation Letter
- (i) any Selection Notice
- (j) any Transaction Security Document
- (k) any Utilisation Request
- (l) the Debt Transfer Agreement
- (m) the Subscription and Release of Debt Agreement
- (n) any other document designated as a "Finance Document" by the Agent and Holdco provided that a Hedging Agreement shall be a Finance Document only for the purposes of the following clauses in the Facilities Agreement:
 - (i) the definition of "Material Adverse Effect";

Short particulars of all the property mortgaged or charged

- (ii) paragraph (a) of the definition of "Permitted Transaction";
- (iii) the definition of "Transaction Document";
- (iv) the definition of "Transaction Security Document";
- (v) paragraph (a)(iv) of clause 1.2 (*Construction*);
- (vi) clause 23 (*Guarantee and Indemnity*); and
- (vii) clause 28 (*Events of Default*) (other than paragraph (b) of clause 28.15 (*Repudiation and rescission of agreements*) and Clause 28.18 (*Acceleration*)).

any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

Finance Party" means the Agent, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender provided that a Hedge Counterparty shall be a Finance Party only for the purposes of the following clauses in the Facilities Agreement:

- (a) the definition of "Reliance Parties";
- (b) the definition of "Secured Parties";
- (c) paragraph (a)(i) of Clause 1.2 (*Construction*);
- (d) paragraph (c) of the definition of Material Adverse Effect;
- (e) Clause 23 (*Guarantee and Indemnity*); and
- (f) Clause 33 (*Conduct of Business by the Finance Parties*).

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus (excluding tenant's fixtures and fittings save where the Company is the tenant).

"General Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which it, at the date of the Security Document or in the future, has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts excluding the Specific Bank Accounts.

"General Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind excluding the Specific Book Debts.

"Group" means Holdco and its Subsidiaries from time to time.

"Hedge Counterparty" means:

- (a) any Original Hedge Counterparty; and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with clause 29.8 (*Accession of Hedge Counterparties*) of the Facilities Agreement,

which, in each case, is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Short particulars of all the property mortgaged or charged

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or risks in relation to Facility A, Facility B1 and the cash pay element of the Restructuring Facility (excluding any capitalised interest pursuant to clause 14.3 (*Payment of interest - PIK Margin*) of the Facilities Agreement) which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged.

"Hedging Letter" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Holdco" means the Company.

"Holding Account" means an account:

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Agent;
- (b) identified in a letter between Holdco and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

as the same may be redesignated, substituted or replaced from time to time.

"Incremental Term Facility" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Incremental Term Facility Commitment" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Insolvency Act" means the Insolvency Act 1986 (as amended).

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

"Intellectual Property" of the Company means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights (which may at the date of the Security Document or in the future subsist), whether registered or unregistered, including applications for any of the foregoing.

"Intercreditor Agreement" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Investments" of the Company means:

- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment

Short particulars of all the property mortgaged or charged

manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and

- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest.

"Issuing Bank" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement

"Land Agreement" means an agreement for the Disposal of any interest in Real Property such Disposals including, without limitation, such disposals contemplated pursuant to paragraphs (f), (g), (h), (i) and (j) of the definition of Permitted Disposal and any Disposal pursuant to a planning agreement.

"Lender" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Majority Lenders" means:

- (a) (for the purposes of paragraph (a) of clause 41.1 (*Required consents*) of the Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of:
- (i) the Revolving Facility (other than a Utilisation on the Closing Date), of the condition in clause 4.2 (*Further conditions precedent*) of the Facilities Agreement, a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66⅔ per cent. of the Total Revolving Facility Commitments;
 - (ii) the Restructuring Facility (other than a Utilisation on the Closing Date), of the condition in clause 4.2 (*Further conditions precedent*) of the Facilities Agreement a Lender or Lenders whose Restructuring Facility Commitments aggregate more than 66⅔ per cent. of the Total Restructuring Facility Commitments;
 - (iii) the Back Stop Facility, of the condition in clause 4.2 (*Further conditions precedent*) of the Facilities Agreement a Lender or Lenders whose Back Stop Facility Commitments aggregate more than 66⅔ per cent. of the Total Back Stop Facility Commitments;
 - (iv) the Incremental Term Facility, of the condition in clause 4.2 (*Further conditions precedent*) of the Facilities Agreement a Lender or Lenders whose Incremental Term Facility Commitments aggregate more than 66⅔ per cent. of the Total Incremental Facility Commitments; and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments immediately prior to that reduction).

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between Holdco and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and

Short particulars of all the property mortgaged or charged

- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time.

"Material Adverse Effect" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Obligor" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Original Hedge Counterparty" means the original hedge counterparties as defined in the Facilities Agreement.

"Party" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Permitted Disposal" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Permitted Financial Indebtedness" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Permitted Security" means:

- (a) (i) the West Ruislip Charges and (ii) any security or quasi security granted or required to be granted by any member of the Group to protect overage payments to third parties relating to any Real Property owned by that member of the Group which does not exceed £100,000 (or its equivalent in other currencies) in aggregate for the Group at any time;
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (c) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (e) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;
- (f) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of "Permitted Financial Indebtedness";
- (g) any Security or Quasi-security arising as a consequence of any chattel mortgage permitted pursuant to paragraph (e) of the definition of "Permitted Financial Indebtedness"; and
- (h) any Security or Quasi Security granted with the consent of the Agent and the Security Agent (in each case, acting on the instructions of the Majority Lenders).

Short particulars of all the property mortgaged or charged

"Permitted Transaction" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Quasi-Security" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Real Property" means freehold and leasehold property, both present and future, anywhere in the world including without limitation any Site or Sale Unit and any estate or interest therein, all rights from time to time attached or relating thereto and all fixtures from time to time therein or thereon.

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Reliance Parties" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Resignation Letter" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Restructuring Facility" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Revolving Facility" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Restructuring Facility Commitment" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Revolving Facility Commitment" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Sale Unit" has the meaning given to it in clause 26.1 (*Financial definitions*) of the Facilities Agreement.

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Selection Notice" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Site" has the meaning given to it in clause 26.1 (*Financial definitions*) of the Facilities Agreement.

"Specific Bank Accounts" means the Holding Account, the Mandatory Prepayment Account and the Tax Reserve Account.

"Specific Book Debts" means all debts and all other rights to receive money, at the time of the Security Document or in the future due owing or payable to the relevant Obligor in respect of the Specific Bank Accounts.

"Subscription and Release of Debt Agreement" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Subsidiaries" means subsidiaries within the meaning of section 1159 of the Companies Act 2006.

Short particulars of all the property mortgaged or charged

"Tax Reserve Account" means an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between Holdco and the Agent as a Tax Reserve Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time.

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility B1 Commitments, the Total Facility B2 Commitments, the Total PIK Facility Commitments, the Total Back Stop Facility Commitments (to the extent such are made available pursuant to clause 2.2 (*Back Stop Facility*) of the Facilities Agreement), the Total Incremental Term Facility Commitments (to the extent such are made available pursuant to clause 2.3 (*Incremental Term Facility*) of the Facilities Agreement), the Total Revolving Facility Commitments and the Total Restructuring Facility Commitments.

"Total Back Stop Facility Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Facility A Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Facility B1 Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Facility B2 Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Incremental Term Facility Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total PIK Facility Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Restructuring Facility Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Total Revolving Term Facility Commitments" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Transaction Document" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Transaction Security Document" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Utilisation" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

"Utilisation Request" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

Name of Company

Company Number

McCarthy & Stone (Home Equity Interests) Limited

5984851

Short particulars of all the property mortgaged or charged

"West Ruislip Charges" has the meaning given to it in clause 1.1 (*Definitions*) of the Facilities Agreement.

Name of Company
McCarthy & Stone (Home Equity Interests) Limited

Company Number
5984851

Short particulars of all the property mortgaged or charged

Note (3): The Real Property specified in Schedule 3 (Real Property) to the Security Document is as follows:

**SCHEDULE 3
REAL PROPERTY**

Part I

**HOME PURCHASE PLAN 2007
Incentive Scheme Beneficial Interests**

McCarthy & Stone (Home Equity Interests) Limited

Title Number	Property Description	Date of Declaration of Trust
HP701519	12 Anchorage Court Lee on Solent	28.3.08.
HP701496	38 Anchorage Court Lee on Solent	29.3.08.
HP701609	39 Anchorage Court Lee on Solent	25.3.08.
HP702726	45 Anchorage Court Lee on Solent	28.3.08.
SY761127	14 Asprey Court Caterham	8.1.09.
PM15650	10 Atkinson Court Portsmouth	29.5.07.
PM15659	45 Atkinson Court Portsmouth	27.2.07.
CH553312	5 Bartholomew Court Warrington	31.8.07.
CH553315	8 Bartholomew Court Warrington	27.7.07.
CH553331	34 Bartholomew Court Warrington	7.12.07.
CH553332	35 Bartholomew Court Warrington	27.4.07.
CH553341	45 Bartholomew Court Warrington	27.4.07.
ESX306251	11 Bellview Court Bexhill On Sea	28.2.08.
TGL290979	7 Bentley Court Lewisham	20.4.07.
CH568341	15 Bernard Court Holmes Chapel	21.11.08
HP687040	42 Berryfield Court Southampton	27.5.08.
MS538712	3 Blackwood Court Childwall	28.2.08.
MS538733	35 Blackwood Court Childwall	27.6.07.
WS38019	29 Bluestone Court Street	29.6.07.
CH546840	6 Bridewell Court Widnes	6.3.08.
CH546841	7 Bridewell Court Widnes	20.12.07
CH546843	10 Bridewell Court Widnes	31.5.07.

Name of Company
McCarthy & Stone (Home Equity Interests) Limited

Company Number
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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
CH546849	20 Bridewell Court Widnes	28.3.08.
CH546852	25 Bridewell Court Widnes	29.2.08.
CH546853	26 Bridewell Court Widnes	31.8.07.
CH546860	34 Bridewell Court Widnes	9.5.08.
CH546863	37 Bridewell Court Widnes	28.2.08.
CH546866	40 Bridewell Court Widnes	27.4.07.
CH546871	46 Bridewell Court Widnes	2.5.08.
DN552929	16 Bronte Court Exmouth	30.4.08.
YEA47859	5 Burlington Court Bridlington	18.8.08.
YEA47860	6 Burlington Court Bridlington	31.8.07.
YEA47869	9 Burlington Court Bridlington	22.5.08.
YEA47871	12 Burlington Court Bridlington	22.5.08.
YEA47872	14 Burlington Court Bridlington	7.8.07.
YEA47876	20 Burlington Court Bridlington	3.9.07.
YEA47879	23 Burlington Court Bridlington	30.5.08.
YEA47893	37 Burlington Court Bridlington	31.5.07.
SY762943	21 Calverley Court Epsom	10.10.08.
DU306703	5 Camsell Court Durham	18.3.08.
DU306736	49 Camsell Court Durham	19.3.08.
CL238062	5 Carn Brea Court Camborne	31.8.07.
CL238066	9 Carn Brea Court Camborne	21.12.07.
CL238029	22 Carn Brea Court Camborne	4.4.08.
CL238031	24 Carn Brea Court Camborne	27.7.07.
CL238054	47 Carn Brea Court Camborne	19.10.07
DU306490	37 Cestrian Court Chester-le-Street	9.5.08.
DU306498	48 Cestrian Court Chester-le-Street	18.4.08.
EX805357	12 Chancellor Court Chelmsford	18.4.08.
EX805359	24 Chancellor Court Chelmsford	27.5.08.
EX802501	41 Coachman Court Rochford	31.8.07.
EZ799611	42 Coachman Court Rochford	27.7.07.
EX803439	58 Coachman Court Rochford	13.9.07.

Name of Company

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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
EX799343	61 Coachman Court Rochford	18.7.07.
CE196001	22 Constantine Court Middlesbrough	22.3.07.
CE195063	25 Constantine Court Middlesbrough	30.3.07.
CE195080	50 Constantine Court Middlesbrough	28.3.07.
CYM279078	38 Cwrt Brynteg Cardiff	1.6.07.
CYM352038	1 Cwrt Glan y Gamlas Llangollen	25.4.08.
CYM352044	8 Cwrt Glan y Gamlas Llangollen	28.4.08.
DN571742	12 Cyprus Court Paignton	29.2.08.
SF528040	6 Damson Court Tamworth	29.8.08.
K927838	7 Darwin Court Margate	21.8.07.
K921475	8 Darwin Court Margate	12.4.07.
K926848	36 Darwin Court Margate	10.8.07.
K925209	44 Darwin Court Margate	13.7.07.
K927391	49 Darwin Court Margate	3.8.07.
K929467	58 Darwin Court Margate	21.9.07.
K930785	66 Darwin Court Margate	22.10.07.
K940802	70 Darwin Court Margate	30.5.08.
MAN44862	1 Davies Court Stockport	23.11.07.
MAN44886	34 Davies Court Stockport	18.1.08.
MAN44894	46 Davies Court Stockport	31.5.07.
K920142	20 Dickens Court Margate	24.8.07.
K920163	56 Dickens Court Margate	24.8.07.
ON270347	3 Dove Court Faringdon	28.2.07.
ON280955	7 Dove Court Faringdon	28.7.08.
ON277999	10 Dove Court Faringdon	2.11.07.
ON274272	19 Dove Court Faringdon	12.9.07.
ON276137	25 Dove Court Faringdon	20.12.07
ON281058	29 Dove Court Faringdon	22.8.08.
SF518030	45 Drakeford Court Stafford	1.6.07.
YEA53615	26 Ella Court Hull	21.5.08.
YEA50210	30 Ella Court Hull	31.8.07.

Name of Company

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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
YEA54793	53 Ella Court Hull	14.8.08.
MAN118094	45 Enfield Court Hyde	23.5.08.
NYK326493	17 Fairways Court Whitby	31.8.07.
NYK326500	28 Fairways Court Whitby	16.5.08.
NYK326507	37 Fairways Court Whitby	29.8.08.
NYK326510	41 Fairways Court Whitby	12.7.07.
HP697966	23 Faregrove Court Fareham	12.12.07.
HP695313	10 Fielders Court Southampton	17.8.07.
HP690293	44 Fielders Court Southampton	25.5.07.
TY461648	36 Grangeside Court North Shields	19.6.07.
NYK319400	26 Greendale Court Bedale North Yorkshire	12.7.07.
In process of being registered	9 Gwenllian Morgan Court Brecon	19.12.08.
NK367234	24 Hanbury Court Thetford	29.2.08.
MS538682	15 Henbury Court St Helens	29.2.08.
MS538689	28 Henbury Court St Helens	30.5.08.
MS538690	29 Henbury Court St Helens	29.4.08.
MS538694	33 Henbury Court St Helens	25.4.08.
MS538695	34 Henbury Court St Helens	22.8.08.
DY406638	11 Heritage Court Belper Derbyshire	30.5.07.
DN529417	31 Hermitage Court Mutley Plain Plymouth	26.2.07.
DN529422	43 Hermitage Court Mutley Plain Plymouth	10.12.07.
MS519471	74 Hillary Court Ph.II Formby	29.5.08.
MS519482	85 Hillary Court Ph. II Formby	29.2.08.
WM916009	1 Hunters Court Streetly Sutton Coldfield	15.8.07.
WM916066	41 Hunters Court Streetly Sutton Coldfield	12.9.07.
YEA51147	23 Ingle Court Market Weighton	6.2.08.
SF540551	9 Joules Court Stone	28.8.08.
HP691802	30 Kingsley Court Aldershot	22.6.07.
HP699457	33 Kingsley Court Aldershot	31.1.08.

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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
HP703377	34 Kingsley Court Aldershot	22.8.08.
HP693407	38 Kingsley Court Aldershot	28.8.07.
HP703414	46 Kingsley Court Aldershot	23.5.08.
HP703386	52 Kingsley Court Aldershot	1.8.08.
HP703388	58 Kingsley Court Aldershot	22.8.08.
HP693453	68 Kingsley Court Aldershot	24.8.07.
WM877722	2 Knights Court Balsall Common	30.11.07.
DY399552	5 Ladybower Court Glossop	27.4.07.
DY399565	32 Ladybower Court Glossop	1.2.08.
DY399572	41 Ladybower Court Glossop	19.2.08.
DY399573	42 Ladybower Court Glossop	29.6.07.
NN262321	17 Lalgates Court Northampton	10.8.07.
K940819	4 Laurel Court Folkestone	8.8.08.
GR320121	5 Lefroy Court Cheltenham	27.3.08.
GR319233	44 Lefroy Court Cheltenham	29.2.08.
SY767844	2 Lewis Court Redhill	17.7.08.
SY767863	27 Lewis Court Redhill	24.7.08.
SY771021	43 Linters Court Redhill	29.2.08.
SY765930	22 Lynton Court Ewell	24.8.07.
WSX323286	29 Meadow Court East Grinstead	26.9.08.
WSX319917	52 Meadow Court East Grinstead	30.5.08.
WSX314516	3 Milliers Court East Preston	26.8.08.
WM877767	25 Mills Court Sutton Coldfield	27.7.07.
BK407904	18 Milward Court Reading	17.8.07.
BK407906	22 Milward Court Reading	27.7.07.
BK407921	40 Milward Court Reading	25.5.07.
BK407922	42 Milward Court Reading	24.8.07.
BK407925	44 Milward Court Reading	31.5.07.
DN561609	18 Minster Court Axminster	17.8.07.
AGL171526	1 Mulberry Court East Finchley	28.6.07.
AGL171536	19 Mulberry Court East Finchley	28.6.07.

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Title Number	Property Description	Date of Declaration of Trust
AGL174169	20 Mulberry Court Finchley	31.7.07.
AGL181739	24 Mulberry Court Finchley	25.7.07.
AGL168547	38 Mulberry Court East Finchley	27.4.07.
K940896	17 Nelson Court Gravesend	2.7.08.
K940903	28 Nelson Court Gravesend	28.11.08
K939958	34 Nelson Court Gravesend	17.4.08.
K940914	42 Nelson Court Gravesend	18.7.08.
DT353753	20 Oakhurst Westbourne	29.6.07.
EX796223	18 Ormond House Rochford	23.5.08.
WK435394	6 Pardoe Court Studley	21.12.07.
WK435404	20 Pardoe Court Studley Warwickshire	24.8.07.
WT252811	31 Penn Court Calne Wilts	18.5.07.
WT252819	41 Penn Court Calne Wilts	1.6.07.
LT405174	9 Pettifor Court Anstey	4.7.08.
LT405200	42 Pettifor Court Anstey	25.4.08.
TY445858	16 Pinfold Court Sunderland	25.4.08.
TY445860	19 Pinfold Court Sunderland	29.7.08.
TY445864	26 Pinfold Court Sunderland	14.12.07.
TY445868	30 Pinfold Court Sunderland	30.5.08.
HP700701	11 Popes Court Southampton	27.6.07.
HP690043	19 Popes Court Southampton	31.5.07.
HP696526	21 Popes Court Southampton	14.4.08.
HP693076	32 Popes Court Southampton	31.5.07.
HP697922	45 Popes Court Southampton	29.5.07.
DN561413	44 Port Mill Court Barnstaple	22.2.08.
ND152411	14 Primlea Court Corbridge Northumberland	27.4.07.
ND153318	20 Primlea Court Northumberland	27.7.07.
ND154806	23 Primlea Court Northumberland	26.10.07
ND152768	31 Primlea Court Corbridge	30.5.07.
SGL688213	37 Reynard Court Purley	27.4.07.
MS553469	3 Reynolds Court Woolton	29.8.08.

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Title Number	Property Description	Date of Declaration of Trust
MS553471	5 Reynolds Court Woolton	3.7.08.
MS553479	15 Reynolds Court Woolton	31.7.08.
MS553247	42 Reynolds Court Woolton	18.4.08.
ESX315622	26 Risingholme Court, Heathfield	18.12.08
DT351978	11 Riverland Court Christchurch	29.5.07.
DT362277	32 Riverland Court Christchurch	29.6.07.
DT353231	48 Riverland Court Christchurch	1.6.07.
MS556791	23 Sandbanks Hoylake	29.8.08.
DT350191	2 Seward Court Highcliffe	9.11.07.
DT350192	3 Seward Court Highcliffe	1.5.07.
DT350194	4 Seward Court Highcliffe	8.2.08.
DT350204	17 Seward Court Highcliffe	17.12.07
DT350205	19 Seward Court Highcliffe	27.7.07.
DT350207	22 Seward Court Highcliffe	18.1.08.
DT350213	31 Seward Court Highcliffe	24.8.07.
DT350220	38 Seward Court Highcliffe	29.2.08.
YEA50229	6 Shardeloes Court Cottingham	22.8.07.
YEA50322	7 Shardeloes Court Cottingham	31.8.07.
YEA50371	17 Shardeloes Court Cottingham	17.8.07.
YEA49432	18 Shardeloes Court Cottingham	6.7.07.
YEA50350	28 Shardeloes Court Cottingham	30.8.07.
YEA50750	30 Shardeloes Court Cottingham	31.8.07.
MAN89922	5 Smithy Court Stockport	3.7.07.
MAN83835	23 Smithy Court Stockport	30.3.07.
MAN91205	33 Smithy Court Stockport	4.7.07.
TGL303727	55 Stannard Court Catford	18.1.08.
TGL311070	68 Stannard Court Catford	30.5.08.
BK403878	5 Stevens Court Winnersh Berks	22.5.07.
BK403891	21 Stevens Court Winnersh Berks	23.5.07.
BK403895	27 Stevens Court Winnersh Berks	27.4.07.
CYM343221	23 Stoneleigh Court Bridgend	13.2.09.

Name of Company

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Title Number	Property Description	Date of Declaration of Trust
TY445902	21 Strawberry Court Sunderland	29.6.07.
TY445909	31 Strawberry Court Sunderland	7.12.07.
TY445911	34 Strawberry Court Sunderland	24.8.07.
K922669	19 Vyeson Court Ramsgate	25.5.07.
K924327	41 Vyeson Court Ramsgate	25.6.07.
MAN102583	9 Warburton Court Oldham	25.4.08.
MAN102592	12 Warburton Court Oldham	18.4.08.
MAN102643	30 Warburton Court Oldham	29.4.08.
MAN102686 MAN103394	44 Warburton Court Oldham	29.8.08.
SH23908	9 Watermill Court Havant	21.5.07.
SH25355	19 Watermill Court Havant	16.11.07
SH24605	29 Watermill Court Havant	10.8.07.
SH24294	31 Watermill Court Havant	31.5.07.
SY773214	11 Wavertree Court Horley	30.5.08.
SY766965	17 Wavertree Court Horley	12.7.07.
DN563406	11 Wesley Court Plymouth	19.12.07
DN554094	44 Wesley Court Plymouth	31.5.07.
DN563739	59 Wesley Court Plymouth	11.1.2008.
HP691088	30 Westfield Court Andover	22.6.07.
HP696811	32 Westfield Court Andover	30.11.07.
TY458508	4 Willow Bank Court East Boldon	29.8.08.
TY458510	6 Willow Bank Court East Boldon	28.3.08.
TY458519	19 Willow Bank Court East Boldon	28.3.08.
TY458521	21 Willow Bank Court East Boldon	18.5.07.
TY458522	22 Willow Bank Court East Boldon	29.6.07.
TY458614	30 Willow Bank Court East Boldon	25.4.08.
TY458616	32 Willow Bank Court East Boldon	25.4.08.
TY458620	36 Willow Bank Court East Boldon	9.7.07.
WSX303514	18 Windmill Court Bognor Regis	11.5.07.
MAN117678	15 Woodgrove Court Stockport	23.4.08.

Name of Company

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Title Number	Property Description	Date of Declaration of Trust
MAN111902	16 Woodgrove Court Stockport	29.2.08.
MAN104476	22 Woodgrove Court Stockport	30.11.07.
MAN118624	30 Woodgrove Court Stockport	23.5.08.
MAN113090	31 Woodgrove Court Stockport	22.2.08.
MAN121771	36 Woodgrove Court Stockport	19.6.08.
MAN120824	42 Woodgrove Court Stockport	30.5.08.
MAN109792	66 Woodgrove Court Stockport	25.1.08.
MAN125591	90 Woodgrove Court Stockport	30.5.08.

Name of Company
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Short particulars of all the property mortgaged or charged

Part II

**2006 EASY PURCHASE PLAN
Incentive Scheme Beneficial Interests**

McCarthy & Stone (Equity Interests) Limited

Title Number	Property Description	Date of Declaration of Trust
PM15653	17 Atkinson Court Cosham	29.9.06.
PM15655	28 Atkinson Court Cosham	1.12.06.
MS538191	23 Blackwood Court Childwall	27.4.07.
CH546859	33 Bridewell Court Farnworth	21.9.06.
YEA46449	17 Burlington Court Bridlington	24.11.06.
K913360	15 Castle Court Tonbridge	2.11.06.
K909591	33 Castle Court Tonbridge	18.8.06.
K919134	45 Castle Court Tonbridge	23.2.07.
GR297795	9 Cathedral Court Gloucester	6.10.06.
GR296408	10 Cathedral Court Gloucester	28.7.06.
GR301800	11 Cathedral Court Gloucester	28.2.06.
GR298744	20 Cathedral Court Gloucester	31.8.06.
HD457224	1 Cliff Richard Court Cheshunt	16.6.06.
EX769791	24 Collier Court Stifford Clays Essex	24.5.06.
WM877678	5 Croxall Court Aldridge	28.7.06.
WM877695	35 Croxall Court	27.10.06.
WM877696	36 Croxall Court Aldridge	2.6.06.
CYM279060	15 Cwrt Brynteg Cardiff	9.8.06.
CYM352052	17 Cwrt Glan y Gamlas	25.5.07.
CYM352067	32 Cwrt Glan y Gamlas Llangollen	1.6.07.
ON266162	45 Dove Court Faringdon	14.9.06.
SF544738	8 Drakeford Court Stafford	5.5.06.
WSX307584	24 Fairview Court East Grinstead	5.2.07.
NYK326487	5 Fairways Court Whitby North Yorkshire	23.10.06.
NYK319394	18 Greendale Court North Yorkshire	31.3.06.
NYK319409	49 Greendale Court North Yorkshire	26.5.06.

Name of Company

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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
DN547179	42 Grosvenor Court Ivybridge	25.1.07.
MS537822	36 Henbury Court Ecclestone	20.4.07.
DN529404	4 Hermitage Court Mutley Plain	25.8.06.
MS519460	63 Hillary Court Formby Merseyside	30.8.06.
SK279563	33 Holme Oaks Court Ipswich	31.5.06.
ON262390	22 Kingstone Court Chipping Norton	26.1.07.
WM877724	4 Knights Court Balsall Common	12.5.06.
WM877727	7 Knights Court Balsall Common	26.5.06.
WM877730	11 Knights Court Balsall Common	25.8.06.
WM877739	22 Knights Court Balsall Common	20.10.06.
WM877744	29 Knights Court Balsall Common	20.4.07.
DY399549	2 Ladybower Court Glossop	30.11.06.
DY399551	4 Ladybower Court Glossop	25.8.06.
DY399569	37 Ladybower Court Derbyshire	20.4.06.
SY753333	58 Linters Court Redhill Surrey	10.8.06.
MAN50210	53 Metcalfe Court Cheshire	21.4.06.
CYM314956	3 Morgan Court Swansea	15.9.06.
CYM278066	12 Morgan Court Swansea	22.2.06.
CYM312325	64 Morgan Court Swansea	24.8.06.
CYM324435	65 Morgan Court Swansea	25.8.06.
WT252806	23 Penn Court Calne Wiltshire	30.11.06.
TY445853	2 Pinfold Court Cleadon Sunderland	29.11.06.
TY445862	22 Pinfold Court Cleadon Sunderland	27.4.06.
ND149020	16 Primlea Court Corbridge Northumberland	31.8.06.
BL95513	33 Purdy Court Bristol	26.5.06.
BL95290	60 Purdy Court Bristol	16.5.06.
DT344727	21 Riverland Court Christchurch	29.9.06.
DT347107	42 Riverland Ct Christchurch	1.12.06.
MS532168	10 Roby Court Huyton	27.11.06.
MS524812	26 Roby Court Huyton	28.7.06.

Name of Company

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Short particulars of all the property mortgaged or charged

Title Number	Property Description	Date of Declaration of Trust
MS529844	37 Roby Court Huyton	31.8.06.
MS532551	40 Roby Court Huyton	27.11.06.
MS531526	44 Roby Court Huyton	24.11.06.
DT350215	33 Seward Court Highcliffe	28.2.07.
YEA45317	8 Shardeloes Court Cottingham	30.6.06.
CYM315204	48 Stoneleigh Court Bridgend	31.8.06.
TY445892	5 Strawberry Court Sunderland	7.7.06.
TY445905	27 Strawberry Court Sunderland	19.5.06.
K903878	11 Vyeson Court Ramsgate Kent	26.5.06.
SH22425	3 Watermill Court Havant	25.9.06.
DN529440	6 Wesley Court Plymouth	28.2.06.
DN533852	35 Wesley Court Plymouth	28.4.06.
DN557709	54 Wesley Court Plymouth	30.3.07.
DN546164	62 Wesley Court Plymouth	29.11.06.
DN535796	66 Wesley Court Plymouth	26.5.06.
DN545001	74 Wesley Court Plymouth	17.11.06.
HP681100	12 Wilmot Court Farnborough	24.11.06.

Name of Company

McCarthy & Stone (Home Equity Interests) Limited

Company Number

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Short particulars of all the property mortgaged or charged

Part III

2006/7 HOME EQUITY PLAN

Incentive Scheme Beneficial Interests

McCarthy & Stone (Home Equity Interests) Limited

Title Number	Property Description	Date of Declaration of Trust
DN549811	23 Grosvenor Court Ivybridge Devon	28.2.07.
TY445870	32 Pinfold Court Sunderland	28.2.07.
DT349485	14 Riverland Court Christchurch	26.2.07.
WS35598	5 Wyndham Court Yeovil	26.1.07.
EX792274	15 Coachman Court Rochford	7.3.07.
DT350170	63 Riverland Court Christchurch	23.2.07.

Name of Company
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Short particulars of all the property mortgaged or charged

Note (4): The Investments specified in Schedule 4 (*Investments*) to the Security Document are as follows:

**SCHEDULE 4
INVESTMENTS**

Keyworker Properties Limited

Kindle Housing (Christchurch) Limited (50% ownership)

Kindle Housing (Exeter) Limited (50% ownership)

Kindle Housing Limited (50% ownership)

Kindle Housing (Worthing) Limited (50% ownership)

Name of Company

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Short particulars of all the property mortgaged or charged

Note (5): The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Security Document is as follows:

**SCHEDULE 5
INTELLECTUAL PROPERTY**

Domain names

Domain Name	Registrant	Renewal Date
theplanningbureau.ltd.uk	The Planning Bureau Limited	14-Nov-2010



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5984851
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 22 MAY 2009 AND CREATED BY
MCCARTHY & STONE (HOME EQUITY INTERESTS) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO ANY FINANCE PARTY AND ANY HEDGE
COUNTERPARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 28 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JUNE 2009



Companies House
— for the record —

P. veel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES