R/IP/RA9

Form AJ

Financial Conduct Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS

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www.fca.org.uk

CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

Acknowledgement of application for recording
of a charge for the purposes of Part 5 of the said Act

Name of Society: **AmicusHorizon Limited**

Register No. **30786 R**

The application dated **22 April 2016** for the recording of a charge on assets of the above-named society which was created or evidenced by an instrument dated **20 April 2016** and made between **AmicusHorizon Limited** and **Affordable Housing Finance plc** a certified true copy of which was annexed thereto, was delivered to the Financial Conduct Authority on **22 April 2016.**

Date: **11 May 2016**

Financial Conduct Authority
Mutual Societies

Registered as a Limited Company in England and Wales No. 1920623. Registered office as above.

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
Clarke Willmott LLP
FOR AND ON BEHALF OF
CLARKE WILLMOTT LLP
DATE 22/4/16

dated 20 April **2016**

AmicusHorizon Limited

and

Affordable Housing Finance Plc

Fixed Charge

Trowers & Hamlins LLP

3 Bunhill Row

London

EC1Y 8YZ

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www.trowers.com

This charge secures further advances

(Globalised loans)

Form of Fixed Charge filed at HM Land Registry under reference [ ]

Contents Page

Fixed Charge

dated 20 April **2016**

Parties

(1) **AmicusHorizon Limited** a charitable Registered Provider registered with the Regulator with registration number L4536 and as and as a registered society as defined in Section 1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30786R whose registered office is at Grosvenor House, 125 High Street, Croydon, Surrey, CR0 9XP(the **Borrower**); and

(2) **Affordable Housing Finance PLC** a public limited company incorporated in England with registered number 08434613 having its registered office at 4th Floor, 107 Cannon Street, London, EC4N 5AF (**AHF**).

Agreed terms

1 **Interpretation and definitions**

1.1 In this Deed the following words shall have the following meanings:

Charged Property means the whole of the Borrower's right, title and interest in the freehold property described in Part I of the Schedule and the leasehold property described in Part II of the Schedule together with all estates and interests in the Charged Property (other than tenants' fixtures and fittings), all buildings trade and other fixtures fixed plant and machinery from time to time on any such property, any monies paid or payable in respect of any such property, any proceeds of sale or other realisation thereof and any rights relating to such property, including, without limitation, any rights under agreements relating to the Charged Property and the benefit of any covenants for title given by a previous owner and shall include each and every or any part or parts thereof;

Guidance means any applicable guidance issued by the Regulator (whether made under Section 36 of the Housing Act 1996 or otherwise), standards, codes of practice or directions (including circulars) with which the Registered Provider is from time to time expected to comply;

Insolvency Act means the Insolvency Act 1986 as amended by the Enterprise Act 2002 (where applicable);

Insurance Policy means any policy of insurance or indemnity relating to the Charged Property in which the Borrower may from time to time have an interest and all rights relating to any such policy;

Insurance Rights means all amounts payable to the Borrower under or in connection with an Insurance Policy and all rights of the Borrower in connection with those amounts;

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and such other risks as AHF may, from time to time, require;

Principal Agreement means a sterling loan agreement dated 22 March 2016 and made between the same parties as are parties hereto, as from time to time amended varied extended or replaced;

receiver means a receiver and/or manager, administrative receiver or any attorney or other such person appointed to carry out the duties of any such person who is a qualified person under the terms of the Insolvency Act;

Registered Provider means a registered social landlord registered under the Housing Act 1996 or a private non profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008;

Regulator means the Homes and Communities Agency acting through the Regulation Committee established by it pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Secured Obligations means all present and future obligations of the Borrower (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to AHF under or in connection with: (i) any of the Global Loan Agreements and the documents described therein as Finance Documents; or (ii) any other arrangement for Borrowing with AHF (in each case as such documents may be varied, amended, waived, released, novated, supplemented, extended, restated or replaced from time to time, in each case, however fundamentally), together with all costs, charges and expenses incurred by AHF which are, or are expressed to be, or may become due, owing or payable by the Borrower under or in connection with any such document or arrangement;

Security means the security interests constituted or expressed to be constituted in favour of AHF by or pursuant to this Deed; and

Security Rights means all rights of AHF or any receiver or delegate provided by or pursuant to this Deed or by law in respect of the subject matter of this Deed.

1.2 Words denoting the singular include the plural and vice versa and words denoting persons include corporations.

1.3 Unless the context otherwise requires or unless otherwise defined in this Deed words and expressions defined in and the principles of construction used in the Principal Agreement shall have the same meaning when used in this Deed and in the event of any inconsistency between the provisions of this Deed and the provisions of the Principal Agreement the provisions of the Principal Agreement shall prevail.

1.4 Reference in this Deed to any statutory provision shall be deemed, unless the context otherwise requires, to include reference to any such provision as from time to time amended or re-enacted and to any orders or regulations under such provision.

1.5 References in this Deed to the Principal Agreement and/or the Finance Documents and/or this Deed shall be deemed to include a reference to each such agreement, deed or document as the same may be varied, supplemented, extended or replaced from time to time.

1.6 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

2 **Covenant to pay**

2.1 The Borrower hereby covenants that it will on demand pay to AHF all monies and discharge all liabilities whether certain or contingent which now or hereafter may be or become due, owing or incurred to AHF by the Borrower when the same are due under or pursuant to (i) each Finance Document and this Deed and (ii) any other arrangement for Borrowing with AHF or indebtedness to AHF.

2.2 Without prejudice to the generality of clause 2.1 this Deed is made inter alia for securing further advances under the Global Loan Agreements. AHF is under an obligation to make further advances.

3 **Charging clause**

3.1 The Borrower with full title guarantee and free of any security interest **hereby charges** in favour of AHF by way of first legal mortgage all its right, title and interest from time to time in and to each of the Charged Property as continuing security for the full and punctual payment, performance and discharge to AHF of the Secured Obligations

3.2 The Borrower with full title guarantee and free of any security interest **hereby charges** in favour of AHF by way of first fixed charged all its right, title and interest from time to time in and to:

3.2.1 the Insurance Rights; and

3.2.2 any amounts received by the Borrower in respect of rents or licence fees and any other income derived from the Charged Property and all right, title and interest to, and in, the same and the right to make demand for and receive the same and the benefit of all securities and guarantees now or at any time held by the Chargor in relation to the Charged Property

as continuing security for the full and punctual payment, performance and discharge to AHF of the Secured Obligations, with full title guarantee and free of any security interest.

3.3 The Borrower hereby assigns to AHF (but subject to redemption) as continuing security for the full and punctual payment, performance and discharge to AHF of the Secured Obligations the benefit of:

3.3.1 any covenant, agreement or undertaking for roadmaking or for the payment of road charges or other private street improvement or drainage expenses in respect of the Charged Property or any indemnity against the payment of any such charges or expenses,

3.3.2 any other covenant, agreement, contract, guarantee, appointment, warranty tenancy agreement, undertaking, charge, right or remedy relating to the Charged Property, (including, in case and without limitation , the right to demand and receive all monies payable to or for the benefit of the Borrower under those documents),

3.3.3 any other document to which the Borrower is a party or of which it has the benefit relating to any letting, development, sale, purchase use or operation of the Charged Property or otherwise relating to the Charged Property (including, in case and without limitation, the right to demand and receive all monies payable to or for the benefit of the Borrower under those documents) and

3.3.4 all rights of the Borrower to be paid or to receive compensation under any statute by reason of any compulsory acquisition, requisitioning or other exercise of compulsory powers in relation to the Charged Property or any refusal, withdrawal or modification of planning permission relative thereto or any control or limitation imposed upon or affecting the user of the same.

3.4 Except in any case to which clause 3.5 applies the Borrower irrevocably appoints AHF its attorney with full power in its name and on its behalf:

3.4.1 to claim, assess, agree, recover and receive any such compensation as aforesaid; and

3.4.2 to exercise any such right and to give any such notice or counter-notice concerning the Charged Property as by or under any statute the Borrower may be entitled to exercise or give against or to any local or other competent or appropriate authority.

3.5 Provided always that the Borrower may hold and enjoy the Charged Property and receive the rents and profits and exercise all such rights and benefits referred to in clauses 3.2 and 3.3 until the security hereby constituted shall have become enforceable.

4 **Restrictions**

4.1 The Borrower shall not create or leave outstanding any mortgage, charge or other security interest on the whole or any part of the Charged Property other than any mortgage or charge in respect of which AHF shall have given its prior written consent (such consent not to be unreasonably withheld or delayed) ranking in priority behind the Fixed Charge created hereunder .

4.2 The Borrower shall apply to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming all or part of the Charged Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent, signed by the proprietor for the time being of the charge dated [ ] 2016 in favour of Affordable Housing Finance plc referred to in the charges register.

4.3 The Borrower shall apply to the Land Registry to enter a notice in the Proprietorship Register of any registered land forming all or part of the Charged Property of AHF's obligation under the Principal Agreement to make further advances to the Borrower (which obligation shall be deemed to be incorporated into this Deed as if set out in this Deed).

4.4 The Borrower shall not without the prior written consent of AHF, whether by a single or a series of transactions whether related or not, sell, transfer, grant, lease or accept a surrender or otherwise dispose, which for the avoidance of doubt shall include lease, all or part of the Charged Property otherwise than as permitted by, and in accordance with, the Principal Agreement.

4.5 The Borrower shall not without the consent of AHF cause or allow any person to be registered as proprietor under the Land Registration Act 2002 of the Charged Property or any part thereof.

4.6 The Borrower shall not exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of the whole or any part of the Charged Property or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use the whole or any part of the Charged Property and Sections 99 and 100 of the Law of Property Act 1925 shall not apply to these presents.

4.7 Notwithstanding the above restrictions the Borrower may from time to time grant assured tenancies (as defined in Part I of the Housing Act 1988) or renew secure or regulated tenancies pursuant to the Rent Act 1977 and the Housing Acts 1980 and 1985 at a rent without a premium on terms complying with any Guidance or such other category of lease or tenancy which in the opinion of AHF is of similar short term nature or any other such category of lease or tenancy as may be approved in writing by AHF or as permitted under the terms of the Principal Agreement.

5 Enforcement

5.1 If AHF shall be entitled on written notice to the Borrower to declare the Loan to be immediately due and payable pursuant to clause 17 (Events of Default) of the Principal Agreement or any equivalent provision in any Global Loan Agreement, the security hereby constituted shall become immediately enforceable.

5.2 After the security constituted by this Deed has become enforceable, AHF may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

6 Powers of sale

6.1 At any time after the security hereby constituted shall have become enforceable AHF may without any consent from or notice to the Borrower or any other person enter upon and take possession of the Charged Property or any part thereof and may sell, call in, collect, convert into money or otherwise deal with the same or any part thereof in such manner and for such consideration as AHF shall think fit and with power to sell any of such Charged Property either together or in parcels and either by public auction or private contract either for a lump sum or for a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulation as to title or evidence of commencement of title or otherwise which AHF shall deem proper and with full power to buy in or rescind or vary any contract for the sale of the Charged Property or any part thereof and to re-sell the same without in any such case being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes

aforesaid or any of them to execute and do all such assurances and things as AHF shall think fit AHF may (without prejudice to any right it may have under any other provision of these presents) treat such part of the Charged Property as consists of money as if it were the proceeds of such a sale or other disposal. The power of sale conferred by Section 101 of the Law of Property Act 1925 and the powers and incidents in reference to sales by mortgagees contained or referred to in Section 104 and sub-sections (3) and (4) of Section 106 of the said Act shall apply and have effect on the footing that AHF is a mortgagee exercising the power of sale conferred by that Act on mortgagees and that this Deed is a mortgage within the meaning of that Act.

6.2 The expression **consideration** in clause 6.1 hereof shall include not only money but also fully paid shares, stock, debenture stock, policies or other property and may consist of all or any of such forms of property including money.

6.3 AHF shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed and the Borrower irrevocably authorises AHF and its agents to do all things that are necessary or desirable for that purpose. Any monies expended by AHF in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to AHF on a full indemnity basis. The rights of AHF pursuant to this Clause 6.3 are without prejudice to any other rights of AHF under this Deed. The exercise of any rights of AHF under this Deed shall not make AHF liable to account as a mortgagee in possession.

6.4 Section 103 of the Law of Property Act 1925 shall not apply to these presents. The powers conferred by section 101 of the LPA as varied and extended by this Deed shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately on execution of this Deed. Section 109(1) of the LPA 1925 shall not apply to this Deed.

7 Power of Leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925 and by any other statute are extended so as to authorise AHF and any receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Borrower, to:

(a) grant a lease or agreement for lease;

(b) accept surrenders of leases; or

(c) grant any option of the whole or any part of the Charged Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as AHF or the receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the Law of Property Act 1925.

8 Delegation

AHF or any receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it

by this Deed (including the power of attorney granted under clause 16). Neither AHF nor any receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate.

9 **Protection of purchasers**

9.1 No purchaser, mortgagor, mortgagee, debtor or other person dealing with AHF or any receiver appointed by it or with its or his attorneys or agents shall be concerned to enquire whether the power exercised or proposed to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of such sale calling in collection or conversion or to see to the application of any money paid to AHF or to any such receiver attorneys or agents and in the absence of mala fides on the part of such purchaser, mortgagor, mortgagee, debtor or other person or receiver such dealing shall be deemed so far as regards the safety and protection of such purchaser mortgagor mortgagee debtor or other person or receiver to be within the powers hereby conferred and to be valid and effectual accordingly and the sole remedy of the Borrower and its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such powers shall be in damages only.

9.2 The receipt of AHF or any receiver or delegate shall be conclusive discharge to a purchaser and any sale or disposal of any of the Charged Property or any acquisition by AHF or any receiver or delegate shall be for such consideration, and made in such manner and on such terms as it thinks fit.

10 **Application of proceeds**

AHF shall hold the moneys arising from any exercise of the powers of conversion and all moneys received by AHF under the covenant for payment to AHF pursuant to the Principal Agreement and hereunder so that it shall thereout in the first place pay or retain or provide for the payment or satisfaction of the costs and charges and expenses and liabilities incurred in or about the execution of such powers or otherwise in relation to these presents including the remuneration of any receiver appointed hereunder and shall apply the residue of such moneys:

First in or towards repayment of the Global Loan, all interest thereon and all other monies, costs and expenses relating to the Global Loan then due and payable;

Secondly in or towards repayment of the principal amount of any other arrangement for Borrowing with AHF or indebtedness to AHF any interest and all other monies, costs and expenses relating thereto such monies to be applied in the proportion which the outstanding amount of that Borrowing or indebtedness bears to the total of all such Borrowings and indebtedness at the date of such payment; and

Thirdly in or towards the payment of the surplus (if any) of such monies to the Borrower or other person or persons for the time being entitled thereto in priority to the Borrower.

11 **Undertakings**

The Borrower shall at all times during the continuance of these presents:

11.1 pay or procure to be paid and indemnify AHF against all rents, rates, taxes, levies, assessments, impositions, calls and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Charged Property or any part thereof as and when the same shall become payable and also punctually pay and discharge all debts and obligations which by law may have priority over the security hereby created and so far as the Borrower lawfully can neither agree nor suffer nor permit any local statutory or other authority to take possession of the Charged Property by a requisition notice, the exercise of any statutory or other powers or otherwise;

11.2 insure and keep insured to the full value the Charged Property against loss or damage by the Insured Risks in an insurance office approved by AHF (such approval not to be unreasonably withheld) or with Lloyd's Underwriters and procure thatthe interest of AHF is noted on the policy (whether as co-insured or secured party) and with the policy containing such provisions for the protection of AHF as AHF may reasonably require to avoid the interest of AHF being prejudiced by any act of the Borrower and the Borrower shall not do or permit anything to be done in or upon or relating to the Charged Property or any part thereof which may make void or voidable any insurance in connection therewith and shall produce the policies of such insurance to AHF if required and duly pay or cause to be paid the premiums and other sums of money payable in respect of all such insurances and if required produce to AHF the receipt for the same or evidence of payment within seven days after demand by AHF and so that if default shall be made in keeping the Charged Property owned by it or any part thereof so insured as aforesaid or in producing any such policy or receipt as aforesaid it shall be lawful for but not incumbent upon AHF to insure and keep insured the Charged Property or such part thereof as it may deem fit in its full value or any lesser sum and the Borrower shall on demand repay to AHF any sum of money expended by it for such purpose with interest at the rate equal to 3% above the Base Rate of Barclays Bank PLC from day to day from the time of the same having been expended until paid and until such payment the sum shall be a charge on the Charged Property.

For the purposes of this paragraph the expression full value in relation to buildings shall mean full replacement value adequate provision also being made for the cost of clearing the site and architects engineers surveyors and other professional fees incidental thereto and the loss of rents or prospective rents either for a period of not less than three years or in an amount equal to 10% of the full value of the Charged Property Provided always that (without prejudice to any obligations to the contrary imposed by law or by special contract) any money received on any insurance of the Charged Property whether effected by the Borrower or AHF shall be applied (i) by the Borrower in or towards making good the loss or damage in respect of which the money is received or (ii) if AHF shall so require at any time after the security hereby constituted shall have become enforceable in or towards discharge of any moneys due and owing and unpaid under the Finance Documents or hereunder and the Borrower shall hold any money received by it from any such insurance in trust for AHF following such request;

11.3 keep all buildings, trade and other fixtures, fixed and other plant and machinery forming part of the Charged Property for the time being in good and substantial repair and in good working order and condition and upon reasonable notice or forthwith in emergency permit AHF or any person reasonably approved by it as it shall from time to time in writing for that purpose appoint to enter into and upon the said buildings to view the state and condition thereof and of all such plant machinery and apparatus as aforesaid (but without thereby becoming liable to account as mortgagee in possession);

11.4 forthwith after being required to do so by AHF make good any want of repair in all buildings other erections trade and other fixtures fixed plant and other machinery forming part of the Charged Property;

11.5 comply with all requirements of the Town and Country Planning Acts and all building and other regulations and bye-laws so far in each case as the same affect any land or buildings forming part of the Charged Property or the user thereof;

11.6 observe and perform the covenants on the part of the lessor reserved by or contained in any lease agreement for lease or tenancy agreement under which any part of the Charged Property is demised duly enforce performance and observance of the tenant's or lessee's covenants and the conditions contained therein duly and efficiently implement any provisions contained therein for the review of any rent thereby reserved;

11.7 comply with the provisions of all statutes for the time being in force and every notice order direction licence consent or permission given or made thereunder and the requirements of any competent authority so far as any of the same shall relate to the Charged Property or its user or anything done thereon and in particular will not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Charged Property required to be omitted or done by the Town and Country Planning Acts or any other Act or statutory provision whatever or which shall contravene the provisions of such Act or Acts or statutory provision aforesaid or any of them and will at all times indemnify and keep indemnified AHF against all actions proceedings costs expenses claims and demands in respect of any such matter or thing contravening the provisions of the said Acts or provision aforesaid or any of them;

11.8 duly observe and perform all covenants obligations agreements stipulations conditions and terms in all contracts, agreements and other deeds and documents affecting the Charged Property or any part thereof (save and excepting insofar as such matters are to the satisfaction of AHF covered by contingency indemnity insurance laches or AHF is otherwise advised to its satisfaction that a breach is no longer enforceable consequent upon laches or for any other reason) and keep AHF indemnified against all proceedings and claims on account of any breach of the same;

11.9 not make or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of, jeopardise or otherwise prejudice the Charged Property nor sever nor permit to be severed from the Charged Property any fixtures except for the purpose of replacing them with other fixtures of equal or greater value;

11.10 not make or permit the making of any alterations or additions adversely affecting the value of the Charged Property; and

11.11 use its best endeavours to:

11.11.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and

11.11.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that AHF may require from time to time; and

promptly give immediate notice to AHF if the Borrower receives notice under Section 146 of the Law of Property Act 1925 or any proceedings are commenced for forfeiture of any lease forming part of the Charged Property or any superior lease or the lessor or any superior lessor attempts to re-enter thereunder and at the request of AHF at the expense of the Borrower take such steps as AHF may require in relation thereto.

12 **Appointment of receiver**

At any time after the security constituted by this Deed shall have become enforceable AHF may without further notice and without becoming liable as mortgagee in possession by writing appoint a receiver of the Charged Property or any part thereof and remove any receiver so appointed and appoint another or others in his stead and the following provisions shall have effect:

12.1 such appointment may be made either before or after AHF shall have entered into or taken possession of the Charged Property or any part thereof;

12.2 such receiver may be invested by AHF pursuant to the powers of delegation hereinafter contained with such of the powers and discretion exercisable by AHF hereunder as AHF may think expedient;

12.3 unless otherwise directed by AHF such receiver may exercise all the powers and authorities vested in AHF by these presents;

12.4 such receiver shall in the exercise of his powers authorities and discretion conform to the regulations and directions from time to time made and given by AHF;

12.5 AHF may from time to time fix the remuneration and agree the expenses of such receiver and direct payment thereof out of the Charged Property but the Borrower alone shall be liable for such remuneration;

12.6 AHF may from time to time and at any time require any such receiver to give security for the due performance of his duties as such receiver and may fix the nature and amount of the security to be so given but AHF shall not be bound in any case to require any such security;

12.7 such receiver shall have power to employ or pay or concur in employing or paying any managers, agents or servants for any of the purposes hereinbefore mentioned upon such terms as the receiver shall think fit and to insure any person so employed and any other accountable person against any liability in connection with such employment or with the Charged Property;

12.8 save so far as otherwise directed by AHF all moneys from time to time received by such receiver shall be paid over to AHF;

12.9 AHF may pay over to such receiver any moneys constituting part of the Charged Property to the intent that the same may be applied for the purposes hereof by such receiver and AHF may from time to time determine what funds the receiver shall be at liberty to keep in hand with a view to the performance of his duties as such receiver;

12.10 AHF shall be in no way responsible for any misconduct or negligence on the part of any such receiver provided AHF shall have acted properly in the selection and continued retention of such receiver; and

12.11 any such receiver shall be the agent of the Borrower for all purposes and be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Borrower alone shall be responsible for his acts and defaults and liable on any contracts and engagements made or entered into by him and AHF shall not subject to clause 12.10 in making the appointment or in consenting thereto incur any liability for such acts or defaults or otherwise provided that AHF shall have acted properly in the selection and continued retention of such receiver.

13 **Receiver's powers**

Any such receiver shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up administration voluntary arrangement or dissolution of the Borrower) have in relation to the Charged Property or as the case may be that part of the Charged Property in respect of which he is appointed:

13.1 all the powers (as varied and extended by the provisions hereof) conferred by the Insolvency Act and the Law of Property Act 1925 on mortgagors and on mortgagees in possession administrators receivers and administrative receivers appointed under those Acts;

13.2 all the powers of on an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed (whether or not in force at the date of exercise) and all powers of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed, in either case, whether or not the receiver is an administrative receiver;

13.3 power to exercise all the rights expressed to be conferred upon AHF in this Deed;

13.4 power in the name or on behalf and at the cost of the Borrower to exercise all the powers and rights of an absolute owner in respect of the Charged Property and do or omit to do anything which the Borrower itself could do as an absolute owner and irrespective of any such winding-up administration voluntary arrangement or dissolution;

13.5 in addition and without prejudice to the generality of the foregoing every receiver for the time being holding office hereunder shall (notwithstanding any winding-up administration voluntary arrangement or dissolution of the Borrower) have the following powers namely:

13.5.1 power to take possession of collect and get in the Charged Property;

13.5.2 power to redeem or transfer to AHF any prior security interest over the Charged Property;

13.5.3 power to carry on and manage or concur in the carrying on and management of or any part of the Borrower's business relating to the Charged Property and exercise any powers or rights incidental to the ownership of any of the Charged Property on such terms and conditions and generally in such manner as the receiver shall deem expedient;

13.5.4 power to alter, improve, develop, demolish, complete, construct, modify, refurbish or repair any building or land being part or all of the Charged Property and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Borrower was concerned or interested prior to his appointment being a project for the alteration, improvement, development, demolition, completion, construction, modification, refurbishment or repair of any building or land forming the whole or any part of the Charged Property utilising for such purpose (if AHF or the receiver so wishes) any chattels, plant, machinery and materials thereon or on the Charged Property or any part thereof and any plans, drawings and specifications of the Borrower and to obtain all necessary planning permissions, building regulations approvals and other permissions consents or licences that may be necessary for the development or use of the Charged Property;

13.5.5 without the need to observe the restriction imposed by Section 103 of the Law of Property Act 1925 or any need to observe all or any of the restrictions or other provisions of Section 99 of the said Act to sell or transfer or concur in accepting surrenders of leases or any other agreements relating to the Charged Property terminate or concur in terminating licences of the Charged Property in respect of which the receiver is appointed in such manner and generally on such terms and conditions as he thinks fit and to carry any such sale, transfer, leasing, termination, surrender or licensing into effect by conveying, assigning leasing, accepting, surrenders, terminating, surrendering or licensing; any such sale, transfer, leasing, acceptance of surrender, termination, surrender or licensing may be for any term and at any rent (with or without review of such rent) or at no rent and for such consideration as the receiver shall think fit (and whether for a lump sum or a consideration payable in instalments and whether for cash or a consideration other than cash) and may if thought expedient by the receiver be for a consideration of nil and fixtures and plant and machinery comprised in this security may be severed and sold separately from the premises to which they are affixed or in which they are contained without the consent of the Borrower being obtained;

13.5.6 power to carry any sale lease or other disposal of any land or buildings and other property and assets forming the whole or any part of the Charged Property into effect by conveying transferring assigning or leasing in the name of the Borrower and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Borrower;

13.5.7 power to make any arrangement or compromise of claims as he shall think fit;

13.5.8 power to effect and renew insurances and to enter into such bonds covenants commitments engagements guarantees and indemnities or other like matters in any way relating to the Charged Property and the use occupation protection and preservation thereof and from time to time to make all requisite payments to effect maintain or satisfy the same;

13.5.9 power to take or defend proceedings in the name of the Borrower including proceedings for the compulsory winding-up of the Borrower and proceedings for directions relating thereto;

13.5.10 power to employ engage and appoint such managers and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;

13.5.11 power to raise or borrow money from AHF or any other person to rank for payment in priority to the security constituted by or pursuant to this Deed and with or without a mortgage or charge on the Charged Property or any part of it and at such rate of interest and on such terms as the receiver may think fit;

13.5.12 power to pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Property or the ownership occupation or use thereof;

13.5.13 power to commence carry out and complete any acts and matters and execute any contracts deeds or other documents for the preservation or improvement of the security hereby created and cancel or otherwise determine upon terms any agreements or contracts in any way relating to the Charged Property or make any arrangements or compromise relating to the Charged Property which may be expedient in the interests of AHF; and

13.5.14 power to do all such other things as may seem to the receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security constituted by or pursuant to this Deed.

14 Order of payment

All monies received by any receiver appointed hereunder shall be applied first in payment of the costs charges and expenses of and incidental to the receiver's appointment and the payment of his remuneration and in the payment and discharge of any liability incurred by the receiver on the Borrower's behalf in the exercise of any of the powers of the receiver and then in the manner provided in clause 10 hereof with respect to the moneys that arise from any sale, calling in, collection or conversion under the powers of conversion.

15 Further assurance

The Borrower shall from time to time and at all times execute and do all such assurances consents, acts and things as AHF may reasonably require for creating, protecting and perfecting the security intended to be created by these presents and for facilitating or effecting any dealings by AHF under the powers of these presents as regards the Charged Property and after the security hereby constituted has become enforceable and AHF shall have determined to enforce the same the Borrower shall from time to time and at all times execute and do all such assurances and things as AHF may require for facilitating the realisation of the Charged Property and for exercising all the powers, authorities and discretions hereby conferred on AHF.

16 Power of attorney

The Borrower hereby irrevocably appoints, by way of security for the performance of its obligations under this Deed, AHF and any receiver appointed hereunder from time to time jointly and also severally to be its attorney in its name and on its behalf to execute and do all assurances acts and things which it ought to execute and do under the covenants and provisions herein contained and generally to use its name in the exercise of all or any of

the powers hereby conferred on AHF or any receiver appointed by it **provided that** such appointment and authority shall lapse automatically in respect of the Borrower upon the discharge of the charge given by the Borrower pursuant to these presents.

17 **Indemnity**

AHF and every receiver, attorney, manager, agent or other person appointed by AHF hereunder shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and proper costs charges and expenses incurred by it or him in the execution of any powers or discretion vested in it or him pursuant to these presents and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in anywise relating to these presents.

18 **Continuance of security**

18.1 This Security shall be continuing and not be satisfied by any intermediate payment or satisfaction of any part of the liabilities secured hereunder and shall be in addition to and not affected by any other encumbrance now or hereafter held by AHF for all or any part of such liabilities.

18.2 The provisions of Section 93 of the Law of Property Act 1925 shall not apply to this Deed.

18.3 The Security and the Security Rights shall be cumulative, in addition to and independent of every other security which AHF may at any time hold for the Secured Obligations or any other rights provided by law. No prior security held by AHF (whether in its capacity as lender or otherwise) or over the whole or any part of the Charged Property shall merge into the Security.

18.4 Without prejudice to any other provision of this Deed, none of the Security, its priority, the Security Rights nor the liability of the Borrower or any other person for the Secured Obligations shall be prejudiced, reduced, released or otherwise adversely affected by any act, omission, fact or any other thing which but for this Clause 18.4 would or may do so, (including, without limitation, any unenforceability or invalidity of any other agreement or document, any time or indulgence granted to the Borrower by AHF or any other person or any variation of the terms of the Principal Agreement).

18.5 The fact that incomplete, missing or inaccurate details of any Charged Propertyare inserted in the Schedules to this Deed shall not affect the validity or enforceability of the Security.

18.6 Notwithstanding the other provisions of this Deed, the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, in relation to a voluntary arrangement under the Insolvency Act 1986 for the Borrower, will not, by itself:

18.6.1 cause restrictions in this Deed or the Principal Agreement and the documents referred to therein as Finance Documents which would not otherwise apply to be imposed on the disposal of property by the Borrower; nor

18.6.2 be a ground for the appointment of a receiver of the Borrower.

18.7 The Borrower waives any right it may have to require AHF to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

19 Discharge

Subject to clause 20 (Avoidance)upon payment of all moneys due under the Finance Documents and hereunder AHF shall at the request and cost of the Borrower execute and do all such deeds, acts and things as may be necessary to release the Charged Property or such part thereof as may remain vested in it or subject to this Deed from the charge herein contained.

20 Avoidance

No assurance, security, guarantee or payment which may be avoided under any law relating to bankruptcy insolvency or administration (including Sections 238, 239, 242, 243 or 245 of the Insolvency Act) and no release, settlement, discharge or arrangement given or made by AHF on the faith of any such assurance security guarantee or payment shall prejudice or affect the right of AHF to enforce the security created by or pursuant to these presents to the full extent of all the moneys intended to be secured by these presents AHF may in its absolute discretion retain the security so created for a period of one month plus such statutory period within which any assurance security guarantee or payment can be avoided or invalidated after all moneys intended to be secured by these presents shall have been paid in full notwithstanding any release settlement discharge or arrangement given or made by AHF on or as a consequence of such payment.

21 Possession

If AHF shall enter in possession of the Charged Property it may from time to time at pleasure go out of such possession Neither AHF nor any receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall either of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

22 Subsequent charges

If: (a) AHF receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Charged Property or any part thereof or interest therein, in breach of the provisions of these presents; or (b) AHF receives notice that any of the events described in Clauses 19.9 and 17.10 of the Principal Agreement have occurred in respect of the Borrower, AHF may open new accounts of the Borrower, if AHF does not open a new account then unless AHF gives express written notice to the contrary to the Borrower it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made by or on behalf of the Borrower to AHF shall be credited or be treated as having been credited to the new account, and shall not operate to reduce the amount due from the Borrower to AHF at the time when it received notice.

23 **Provisions severable**

The illegality, invalidity or unenforceability of any provisions of this Deed under the law of any jurisdiction shall not affect its legality validity or enforceability under the law of any other jurisdiction nor the legality validity or enforceability of any other provision of this Deed.

24 **Notices**

24.1 Each communication to be made hereunder shall be made in writing and may only be made by letter.

24.2 Any communication or document to be made or delivered by one person to the other pursuant to this Deed shall (unless that other person has by 15 days' written notice to the former specified another address) be made or delivered to that other person at the address identified in the Principal Agreement and marked for the attention of the officer identified therein and shall be deemed to have been made or delivered when left at that address (and a receipt received therefor) or (as the case may be) two days after being deposited in the post postage prepaid and by recorded delivery in an envelope addressed to it at that address.

25 **Principal Agreement**

The terms of the Principal Agreement shall for the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 be deemed to be incorporated herein.

26 **Rules**

The Borrower hereby certifies that the creation of the legal charge created by this Deed in favour of AHF does not contravene any provision of its Rules.

27 **Charity**

27.1 The land charged is held by (or in trust for) AmicusHorizon Limited, an exempt charity.

28 **No liability**

Neither AHF nor any receiver or delegate nor any officer, agent or employee of any of them will in any circumstances (whether by reason of taking possession of the Charged Property or for any other reason whatsoever):

28.1.1 be liable to account to the Borrower or any other person for anything except AHF's own actual receipts; or

28.1.2 be liable to the Borrower or any other person as a result of or in connection with:

28.1.3 taking any action permitted by this Deed;

28.1.4 any neglect, default or omission in relation to the Charged Property; or

28.1.5 taking possession of or realising all or any part of the Charged Property,

28.1.6 except in each case, to the extent directly caused by fraud or wilful default or gross negligence on its part.

29 **Certificates and determinations**

For all purposes, including any legal proceedings, a determination by the AHF or a copy of a certificate signed by an officer of AHF of the amount of any indebtedness comprised in the Secured Obligations shall, in the absence of manifest error, be conclusive evidence against the Borrower as to such amount.

30 **Jurisdiction**

30.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a Dispute).

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

30.3 This Clause 30 is for the benefit of only AHF. As a result, AHF shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, AHF may take concurrent proceedings in any number of jurisdictions.

31 **Amendments**

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party with express reference to this Clause 31.

31.2 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party with express reference to this Clause 31.

32 **Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and be construed in accordance with, the laws of England and Wales.

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

Schedule

Part I

Freehold Property

Current Postal Address	Land Registration description (if applicable)	Title number	Tick if charge of part
122, 136 and 152 Linley Drive, Hastings, East Sussex, TN34 2BY; 151 and 155 Linley Drive, Hastings, East Sussex, TN34 2BX; 1-15 Oak Tree Mews, Hastings, East Sussex, TN34 2FH; 1, 2, 5, 7, 8 10, 16-18, 25, 26, 28, 30-32, 36, 37 and 41 Scutes Close, Hastings, East Sussex, TN34 2BU; 16 and 25 Wilmington Road, Hastings, East Sussex, TN34 2BT	Properties at Scutes Close, Linley Drive and Wilmington Road, Hastings	ESX212599	
13, 19 and 20 All Saints Street, Hastings, East Sussex, TN34 3BJ		ESX212336	
Flats 1-40 Rule Court, St Georges Avenue, Sheerness, Kent, ME12 1EU; Flats 1-28 St Georges Court, St Georges Avenue, Sheerness, Kent, ME12 1EH		K82297	
Flats 82A-82D, Flat 84 Princess House, Flats 84A-84D, Flats 86A-86D, Flat 88 Princess House, Flats 88A-88D Warrior Square, St Leonards on Sea, East Sussex, TN37 6BP	82 to 88 (even) Warrior Square, St Leonards-On-Sea (TN37 6BP).	ESX13093	
1, 3, 7, 10, 11, 18, 21-24, 26, 28, 30, 34, 36 Bramston Road, Minster on Sea, Kent, ME12 3PW ; 2, 4, 6, 10, 12, 18 Copland Avenue, Minster on Sea, Kent, ME12 3PJ; 66, 68, 72, 73, 78, 87, 90, 91, 92, 94-97, 105 and 109 Harps Avenue, Minster on Sea, Kent, ME12 3PL; 29, 33, 35, 37, 41, 43, 51, 66, 67, 69, 71, 72, 76, 77, 78, 80 and 82 New Road, Minster on Sea, Kent, ME12 3PU; 2, 3, 4, 8, 10, 11, 13, 14, 16-22, 28, 29, 31, 33 and 39 Prince Charles Avenue, Minster on Sea, Kent, ME12 3PN	Harps Avenue Estate, Minster on Sea, Sheerness	K686600	
2-4, 6, 7, 9-12, 14-16, 18, 19, 21, 22, 24-27, 29, 30, 32-37, 39-41 and 43-52 Torfield Close, Hastings, East Sussex, TN34 3EU	1-50 (inclusive) Torfield Close, Hastings (TN34 3EU)	HT14334	
1, 3, 7, 9 Nelson Close, Sheerness, Kent, ME12 1LW; 60, 64, 66, 76, 78 New Road, Sheerness, Kent, ME12 1LN		K686548	
5, 9, 11, 13, 23, 25, 33 Swanstree Avenue,	5-19 (odd), 23, 25, 33 and 39	K688851	

Current Postal Address	Land Registration description (if applicable)	Title number	Tick if charge of part
Sittingbourne, Kent, ME10 4LG	Swanstree Avenue, Sittingbourne, ME10 4LG		
27, 29, 33, 35, 37, 41 Park Avenue, Hastings, East Sussex, TN34 2PG	Land and buildings at Park Avenue, Hastings	ESX212306	
1, 2, 5, 6, 7, 8, 14, 16, 18, 20, 23, 25, 26, 27, 28, 29, 30, 32, 33, 35 Ennerdale, Faversham, Kent, ME13 8JE; 15, 25, 27, 60, 62, 68, 78, 92, 98 Windermere, Faversham, Kent, ME13 8JG		K688852	
15, 15A, 16, 16A, 17, 17A, 18, 19, 20, 21, 22 Bodle Crescent, Bexhill on Sea, East Sussex, TN39 4BG		ESX129642	
32 Bodle Crescent, Bexhill on Sea, East Sussex, TN39 4BG		ESX76931	
1, 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 Cavix Field, Northiam, East Sussex, TN31 6PT; 1-6 Copland Plat, Northiam, East Sussex, TN31 6QB; 1, 4, 5, 6, 7, 8, 9, 12, 13, 14, 17, 21, 25 Coplands Rise, Northiam, East Sussex, TN31 6PU;1-15, 23, 28, 30, 34 Goddens Gill, Northiam, East Sussex, TN31 6QE; 1A, 1B, 2, 3 Manor Pound Close, Northiam, East Sussex, TN31 6BQ	Properties at Goddens Gill and Cavix Field, Station Road, Northiam, Rye	ESX228019	
Flats 1-5, 9-18 Newington Court, Pickforde Lane, Ticehurst, East Sussex, TN5 7DJ; 5, 6, 8, 9, 12, 16, 18, 19, 24 Springfields, Ticehurst, East Sussex, TN5 7BP; 25, 29, 30, 32, 39, 41, 42, 46, 47, 51-55, 57-59; 61, 66, 67, 68, 69, 70, 71, 73, 75 Springfields, Ticehurst, East Sussex, TN5 7BS; 62 Springfields, Ticehurst, East Sussex, TN5 7BN; 76, 77, 79, 80, 81, 87, Flats 88-91 Springfields; Flats 92-95 Springfields, Springfields, Ticehurst, East Sussex, TN5 7BP; Flats 1-9 Woodroffe Court, High Street, Ticehurst, East Sussex, TN5 7FB; 1-6, 7A, 7B Woodroffe Lodges, High Street, Ticehurst, East Sussex, TN5 7EZ	Land on the East side of Pickforde Lane, Ticehurst, Wadhurst	ESX228926	
Flats 1-11, 13, 14 and 16 Saddlers Court, Mews Road, St Leonards on Sea, East Sussex, TN38 0XR	Saddlers Court, Mews Road, St Leonards on Sea TN38 0XR	HT21386	

Part II

Leasehold Property

Current Postal Address	Land Registration description (if applicable)	Title number	Tick if charge of part
Flats 19-38 Newington Court and surgery premises, Pickforde Lane, Ticehurst, East Sussex, TN5 7DJ	Newington Court, Pickforde Lane, Ticehurst, Wadhurst	ESX305433	

Executed as a deed by affixing)

THE COMMON SEAL of)

AMICUSHORIZON LIMITED)

In the presence of:)

Authorised signatory THOMAS PAUL

Authorised signatory S.A. SMITH

Executed as a deed by
AFFORDABLE HOUSING FINANCE PLC
Acting by:

Director

Director/Secretary

AHF 0416/07

BANK OF ENGLAND
PRUDENTIAL REGULATION
AUTHORITY

FCA
FINANCIAL CONDUCT AUTHORITY

Mutual Societies Application Form

Notification of charges

Full name of society or credit union:

AmicusHorizon Limited

Important information you should read before completing this form

Registered societies and credit unions can complete this form if they wish to:

- record a charge;
- register a floating charge (Scottish societies only);
- notify us of a partial or complete satisfaction of a charge; or
- notify us of a release of a charge.

You must not use this form if your society is

- a building society; or
- registered under one of the Friendly Societies Acts (1974 or 1992).

Please note:

- we have an information note that may assist you in completing this application.
- any personal details you give on the form will be placed on the society's file.
- it is important you give accurate and complete information and disclose all relevant information. If you do not, it may take us longer to assess your application.

Please keep a copy of the form and the supporting documents for future reference.

Terms in this form

'FCA','PRA', 'us' and 'we' refer to the Financial Conduct Authority or Prudential Regulation Authority.

'You' refers to the person signing the form on behalf of the society or credit union.

'The 2014 Act' is the Co-operative and Community Benefit Societies Act 2014

Mutual Societies Application Form

Notification of charges

Filling in the form

1 If you are using your computer to complete the form:

- use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question; and
- print out the completed form and arrange for it to be signed in sections 1 and 2.

2 If you are filling in the form by hand:

- use black ink;
- write clearly; and
- arrange for it to be signed in sections 1 and 2.

3 If you make a mistake, cross it out and initial the changes, do not use correction fluid.

4 If you:

- leave a question blank;
- do not get the form signed; or
- do not attach the required supporting information

without telling us why, we will have to treat the application as incomplete. This will increase the time taken to assess your application.

5 If there is not enough space on the form, you may need to use separate sheets of paper. Clearly mark each separate sheet of paper with the relevant question number. Any separate sheets should be signed by the signatory to the form.

6 **Email a scanned copy of the signed form and supporting documents to**

mutual.societies@fca.org.uk

or

send it by post to:

Mutuals Team
Financial Conduct Authority
25 The North Colonnade
Canary Wharf
LONDON
E14 5HS

1 Details of charges

Society or credit union details

1.1 Society or credit union details

Register number	30786R

Details of charges (fixed or floating)

1.2 What are you applying to record or register?

- ☒ Recording a charge ▸ Continue to question 1.3
- ☐ Registering a floating charge (Scottish societies only) ▸ Continue to question 1.3
- ☐ Complete satisfaction of a charge ▸ Continue to question 1.8
- ☐ Partial satisfaction of a charge ▸ Continue to question 1.11
- ☐ Release of a charge ▸ Continue to question 1.14

Recording/registering a charge (fixed or floating)

1.3 Names of the parties the charge is made between

Name	AmicusHorizon Limited
Name	Affordable Housing Finance plc
Name	
Name	

1.4 Date of Instrument (dd/mm/yyyy)

2 0 / 0 4 / 2 0 1 6

1.5 You must confirm that a certified copy of the charge is attached

This must be certified with an original signature

☒ Yes

1.6 Are you submitting this charge outside the 21 day time limit?

☒ No

☐ Yes ▸ Give the reasons why below

Signature

1.7 This must be signed by one of the following:

- the Secretary of the society or credit union; or
- a Solicitor acting on behalf of the society or credit union; or
- a person interested in the charge on behalf of the society or credit union.

Signature	
Full name and address of signatory	Clare Gregory, Clarke Willmott LLP, 2nd Floor Emperor House, Pierhead St., Cardiff,CF10 4PH
Position or capacity acting	Solicitor
Date	22/04/2016

End of form

Complete satisfaction of charge (fixed or floating)

1.8 Date the charge was satisfied (dd/mm/yyyy)

☐☐ / ☐☐ / ☐☐☐☐

1.9 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge

☐ Yes

1.10 Give details below of the property no longer charged, e.g. address

Continue to question 1.17

Partial satisfaction of charge (fixed or floating)

1.11 Date the charge was partially satisfied (dd/mm/yyyy)

☐☐ / ☐☐ / ☐☐☐☐

1.12 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge

☐ Yes

1.13 The amount by which the charge was partially satisfied

£

If an amount is not applicable you must give details below

Continue to question 1.17

Release of charge (fixed or floating)

1.14 Date when the society or credit union was released from the charge (dd/mm/yyyy)

/ /

1.15 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge

☐ Yes

1.16 Give details below of the property no longer charged, e.g. address

Continue to question 1.17

Signature

1.17 This must be signed by the Secretary of the society or credit union

Signature	
Full name	
Date	dd/mm/yy

Continue to section 2

2 Statutory Declaration

Declaration

2.1 The Secretary and a member of the committee of management (or director) of the society or credit union must sign below in front of a commissioner for oaths (or a notary public or justice of the peace)

We do solemnly and sincerely declare that the particulars entered on this form in relation to the specified charge or floating charge are true to the best of our knowledge, information and belief.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Member of the committee of management (or director) of society or credit union

Name	
Signature	
Date	dd/mm/yy

Secretary of society

Name	
Signature	
Date	dd/mm/yy

Declared before

☐ a solicitor;
☐ a commissioner for oaths;
☐ notary public; or
☐ justice of the peace

Name	
Declared at	
Signature	
Date	dd/mm/yy

End of form