

Co-operative and Community Benefit Societies Act 2014

Recording a Charge

Society: Muir Group Housing Association Limited

Registration number: 18632 R

The attached charge between the above society and:

M&G Trustee Company Limited

was delivered to the FCA on 5 May 2022.

Instrument date: 20 April 2022

Application Date: 5 May 2022

Date: **09 May 2022**



We hereby this to be a true
copy of the original.
Devonshires LLP
03/05/2022

DATED 20 April **2022**

(1) MUIR GROUP HOUSING ASSOCIATION LIMITED
(as Chargor)

(2) M&G TRUSTEE COMPANY LIMITED
(as Security Trustee)

LEGAL MORTGAGE

To: The Chief Land Registrar. Note: This Deed contains (in Clause 31) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a restriction in the Proprietorship Register and (in Clause 31) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a notice on the Charges Register.)

Contents

1	DEFINITIONS	4
2	COVENANT TO PAY	8
3	FIXED CHARGES	8
4	CONTINUING SECURITY, ETC	10
5	ADDITIONAL SECURITY	10
6	MATTERS REPRESENTED	10
7	UNDERTAKINGS	11
8	FURTHER WARRANTY	14
9	POWER TO REMEDY	14
10	WHEN SECURITY BECOMES ENFORCEABLE	15
11	ENFORCEMENT OF SECURITY	15
12	RECEIVER	15
13	APPLICATION OF PROCEEDS	17
14	NO LIABILITY AS MORTGAGEE IN POSSESSION	17
15	PROTECTION OF THIRD PARTIES	18
16	EXPENSES	18
17	INDEMNITY	18
18	DELEGATION BY SECURITY TRUSTEE AND RECEIVER	18
19	FURTHER ASSURANCES	18
20	REDEMPTION OF PRIOR MORTGAGES	19
21	POWER OF ATTORNEY	19
22	NEW ACCOUNTS	20
23	STAMP TAXES	20
24	PERFECTION OF SECURITY	20
25	WAIVERS, REMEDIES CUMULATIVE	20
26	SET-OFF	20
27	TIME DEPOSITS	20
28	SEVERABILITY	20
29	COUNTERPARTS	21

30	NOTICES	21
31	THE LAND REGISTRY	21
32	FURTHER ADVANCES	22
33	PARTIAL INVALIDITY	22
34	RELEASE	22
35	CHARITY	22
36	GOVERNING LAW	22
	SCHEDULE 1 - MORTGAGED PROPERTIES	23
	SCHEDULE 2 - NOTICE OF ASSIGNMENT	32

BETWEEN:

- (1) **MUIR GROUP HOUSING ASSOCIATION LIMITED**, a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 18632R and registered with the Regulator of Social Housing under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with number L2194, with its registered office at 80 Lightfoot Street, Hoole, Chester, CH2 3AL (the "**Chargor**"); and
- (2) **M&G TRUSTEE COMPANY LIMITED** as trustee of the security constituted under this Deed for itself and the Beneficiaries (as defined below) (the "**Security Trustee**" which expression shall include each company and all other persons or companies acting as security trustee under this Deed).

IT IS AGREED as follows:

Interpretation

1. DEFINITIONS

1.1 In this Deed:

"Approved Tenancy Agreement"	means a tenancy agreement in substantially the form of a standard tenancy agreement of the Issuer which complies with the provisions of the Regulatory Framework and/or (where applicable) any requirements of Homes England and/or the Greater London Authority under the Housing and Regeneration Act 2008 (as amended by the Localism Act 2011) or, in respect of any tenancy agreement relating to Mortgage Property which forms an Apportioned Part which does not so comply, approved by the Relevant Beneficiary (acting reasonably).
"Beneficiaries"	has the meaning given to it in the Security Trust Deed
"Certificate of Title"	means a certificate of title in a form agreed between the Chargor and the Security Trustee
"Contamination"	means, in relation to any Mortgaged Property, the presence on or under that Mortgaged Property of any dangerous or hazardous substance which might cause more than negligible harm to the environment
"Enforcement Event"	has the meaning given to it in the Security Trust Deed
"Environmental Laws"	means any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials

"Fixtures"	means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery, equipment, installations and apparatus from time to time thereon owned by the Chargor
"Hazardous Materials"	means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances
"Insurances"	means all contracts and policies of insurance readily available in the market at a reasonable premium which would reasonably be expected to be taken out by a registered provider of similar size and operating in the same locality and which are from time to time taken out by or with the authority and on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest, in each case in connection with the Mortgaged Property
"Letting Document"	means any past, present or future lease, tenancy or licence to occupy or any past, present or future agreement for any of the same from time to time granted or entered into by or binding on the Chargor in respect of the Mortgaged Property and any licence, consent or approval given thereunder
"Mortgaged Property"	means the real property legally mortgaged or charged by this Deed and any other freehold or leasehold property charged by way of fixed charge under this Deed
"Notice of Assignment"	means a notice substantially in the form set out in schedule 2 (Notice of Assignment)
"Planning Acts"	means the "Consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990, and shall include any orders, rules and regulations made under or by virtue of such Acts or any of them
"Potential Enforcement Event"	has the meaning given to it in the Security Trust Deed
"Premises"	means all buildings and erections for the time being comprised within the definition of Security Assets
"Receiver"	means a receiver and manager, administrative receiver, administrator or attorney or other person appointed to carry out the duties of such person who is qualified under the Insolvency Act 1986 or (if the Security Trustee so specifies in the relevant appointment) a receiver

"Registered Provider of Social Housing"	means a person listed in the register of providers of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act (or any replacement or successor legislation thereto) or a person having a status which, in the opinion of the Representatives and the Security Trustee, is substantially equivalent under any replacement or successor legislation
"Regulatory Framework"	<p>means:-</p> <ul style="list-style-type: none"> (a) the publication entitled "The Regulatory Framework for Social Housing in England from April 2012" published by the Regulator of Social Housing in March 2012 (including the annexes thereto) (as amended with effect on and from 6 April 2017) or (b) any publication, document or regulation which succeeds that publication <p>or, if withdrawn and not replaced, the then applicable regulatory requirements of the Regulator of Social Housing</p>
"Reservations"	<p>means</p> <ul style="list-style-type: none"> (a) the principle that equitable remedies may be granted or refused at the discretion of the court; (b) the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights affecting the rights of creditors generally; (c) the time barring of claims under the Limitations Acts; (d) the possibility that an undertaking to assume liability for, or to indemnify a person against, non-payment of UK stamp duty may be avoided; and (e) defences to set-off or counterclaim
"Secured Liabilities"	has the meaning given to it in the Security Trust Deed
"Security Assets"	means all assets, rights and property of the Chargor mortgaged or charged or assigned in Clause 3 (<i>Fixed Charges</i>) hereof including, without limitation, the Mortgaged Property
"Security Interest"	means a mortgage, charge, pledge, lien, assignment or other security interest or encumbrance of any kind or any type of preferential arrangement (including, without limitation title transfer and retention of title) which in each case is for the purpose of, or which has the effect of granting security
"Security Period"	means the period beginning on the date of this Deed and ending on the date upon which the Security Trustee is satisfied (acting reasonably) that all the Secured Liabilities which have arisen or may arise have been unconditionally and irrevocably paid and discharged in full or the security created by this Deed has been unconditionally and irrevocably released and discharged

"Security Trust Deed"	means a deed dated 20 April 2022 and entered into by, amongst others, the Chargor and the Security Trustee (as the same may be amended, novated, replaced, restated or supplemented from time to time)
"Shared Ownership Lease"	means a shared ownership lease as defined in section 106 of the Housing Association Act 1985
"Shared Ownership Property"	means any Mortgaged Property occupied or to be occupied pursuant to a Shared Ownership Lease where the Chargor holds, or will hold upon disposal on shared ownership terms by the grant of the Shared Ownership Lease, less than 100 per cent of the beneficial interest in that Mortgaged Property and the purchaser of the balance of that beneficial interest has the right to acquire a further portion of the Chargor's retained beneficial interest
"Specified Document"	has the meaning given to it in the Security Trust Deed
"Taxes"	means any tax (whether income, documentary, sales, stamp, registration, issue, capital, property, excise or otherwise), duty, assessment, levy, impost, fee, compulsory loan, charge or withholding

1.2 Construction

1.2.1 In this Deed unless the contrary intention appear, a reference to:

assets includes present and future properties, revenues and rights of every description;

an authorisation includes an authorisation, consent, approval, resolution, licence, exemption, filing and registration;

insolvency laws includes any liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws;

a month is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding Business Day in the next calendar month except that, if there is no numerically corresponding day in the month in the next calendar month, that period shall end on the last day in that calendar month;

a receiver includes any receiver, trustee, administrator, custodian, conservator or other similar official;

a regulation includes any regulation, rule, official directive, request or guideline (being a request or guideline which is mandatory or customary for a Registered Provider of Social Housing to comply with and whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other similar authority or organisation;

a clause or **a schedule** is a reference to a clause of or a schedule to this Deed;

a law is a reference to that law as re-enacted, amended or replaced; and

a Beneficiary shall include a reference to the successor, permitted assigns or transferees of such Beneficiary.

1.2.2 Unless the contrary intention appears, a term used in the Security Trust Deed or in any notice given under, or in connection with, the Security Trust Deed has the same meaning in this Deed as in the Security Trust Deed or notice.

- 1.2.3 Unless the context otherwise requires, a reference to the Mortgaged Property, the Premises or the Security Assets is to the whole and any part of them.
- 1.2.4 The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed.
- 1.2.5 The terms of the documents under which the Secured Liabilities arise and of any side letters between the parties to this Deed in relation thereto are incorporated herein to the extent required for any purported disposition of the Mortgaged Property contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.2.6 If the Security Trustee considers that an amount paid to the Security Trustee or any other Beneficiary for application in or towards repayment of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then such amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee.
- 1.2.8 The Chargor acknowledges that the Security Trustee enters into this Deed for itself and as trustee for the Beneficiaries solely to take the full benefit of this Deed and this Deed does not impose any additional obligations on the Security Trustee.
- 1.2.9 If there is any conflict or inconsistency between any provision of this Deed and any provision of the Security Trust Deed, the provision of the Security Trust Deed shall prevail.

1.3 **Certificates**

A certificate of the Security Trustee setting forth the amount of any Secured Liability due from the Chargor shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

2. **COVENANT TO PAY**

- 2.1 The Chargor covenants with the Security Trustee for the benefit of itself and the Beneficiaries that it will pay or discharge the Secured Liabilities on the due date for payment in the manner provided in the Specified Document. Any amount not paid when due shall bear interest (as well after as before judgement and payable on demand) at a rate equal to 2 per cent. per annum over the highest interest rate for the time being payable under any of the Specified Documents from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.
- 2.2 Upon and after the occurrence of an Enforcement Event for so long as the same is continuing unremedied or unwaived in writing but only after any applicable grace period has expired without the Enforcement Event having been remedied, the Security Trustee shall be entitled to appropriate moneys and/or assets to be applied against the Secured Liabilities in accordance with Clause 13 (*Application of Proceeds*) and any such appropriation shall override any appropriation by the Chargor.

3. **FIXED CHARGES**

- 3.1 The Chargor, with full title guarantee, as security for the payment of all Secured Liabilities charges in favour of the Security Trustee for the benefit of itself and the other Beneficiaries:
 - 3.1.1 by way of a first fixed legal mortgage all the property referred to in Schedule 1 (*Mortgaged Properties*) together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given

or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;

3.1.2 by way of first fixed charge:

- (a) all plant and machinery (except for Fixtures within clause 3.1.1) now or in the future owned by the Chargor and its interest in any plant and machinery in its possession which form part of or are operated on the Mortgaged Property;
- (b) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (c) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Mortgaged Properties and the use of any of the Security Assets specified in Clause 3.1.1 and 3.1.2(a)) and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (d) if and insofar as the legal mortgage set forth in Clause 3.1.1 above or the assignments set out in Clause 3.2 below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those Clauses.

3.2 The Chargor covenants that on the written request of the Security Trustee, as security for payment of the Secured Liabilities, it shall, following the occurrence of an Enforcement Event which has occurred and is continuing unremedied or unwaived in writing and is not remedied within any applicable grace period, with full title guarantee assign absolutely by way of security to the Security Trustee for the benefit of itself and each other Beneficiary (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same) all of its rights, title and interest in and to:

- 3.2.1 the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licences or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection with the Letting Documents and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents regardless of whether such amounts became due before or after the date of this Deed);
- 3.2.2 all agreements now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
- 3.2.3 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or in the future entered into by or given to the Chargor in respect of the Mortgaged Properties and all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Mortgaged Properties;
- 3.2.4 all licences held now or in the future in connection with the relevant Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to the relevant Mortgaged Property:

- 3.2.5 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property;
- 3.2.6 all guarantees, warranties, bonds and representations given or made now or in the future by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the relevant Mortgaged Property; and
- 3.2.7 all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to Clauses 3.2.1, 3.2.2 or 3.2.3 and the right to make demand for and receive the same.

4. CONTINUING SECURITY, ETC

4.1 Notices of Assignment

Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived in writing and is not remedied within any applicable grace period, the Chargor shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to Clause 3.2 (*Fixed Charges*) promptly upon the written request of the Security Trustee from time to time and in each case shall use reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment).

4.2 Continuing security

The security constituted by this Deed shall be continuing and will extend to the ultimate balance of all sums payable by the Chargor as part of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.3 Reinstatement

- 4.3.1 Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- 4.3.2 The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4.4 Immediate recourse

Subject to the provisions of the Security Trust Deed, the Chargor waives any right it may have of first requiring the Security Trustee or any other Beneficiary to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by this Deed.

5. ADDITIONAL SECURITY

This Deed is in addition to and is not in any way prejudiced by any other security now or in the future held by the Security Trustee or any other Beneficiary.

6. MATTERS REPRESENTED

- 6.1 The Chargor makes the following representations and warranties (subject to any disclosures contained in the most recent Certificate of Title addressed to the Security Trustee and each other Beneficiary) in relation to a Mortgaged Property:-

- 6.1.1 the Chargor is the legal and beneficial owner of the Mortgaged Property subject to any rights to buy or Shared Ownership Property arrangements and the matters referred to in clause 6.1.7;
- 6.1.2 while the Mortgaged Property has been owned by the Chargor planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Mortgaged Property and the Planning Acts and all relevant building regulations or previously relevant building bylaws have been complied with in respect of all developments, alterations and improvements to the Mortgaged Property save where such building regulations or bylaws did not apply to the owner or its predecessors (whether immediate or derivative) at the relevant time and they have also been complied with in respect of the use of the Mortgaged Property;
- 6.1.3 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect the value of the Mortgaged Property;
- 6.1.4 (so far as the Chargor is aware, having made all reasonable enquiries) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects the value of the Mortgaged Property;
- 6.1.5 no facilities (other than the statutory supply of electricity, gas and water) necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects the value of the Mortgaged Property;
- 6.1.6 the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgment been given to any person in respect thereof; and
- 6.1.7 the Mortgaged Property will from the date hereof be free from any tenancies or licences other than those permitted under the Specified Documents or in the form of an Approved Tenancy Agreement
- 6.2 Subject to the Reservations, registration at the Land Registry and the Financial Conduct Authority and provided that any uncertainty over the nature of the Security Interests caused by uncertainty of law shall not give rise to a breach of this representation, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.
- 6.3 The representations and warranties set out in this Clause 6 are made on the date of this Deed and are deemed to be repeated on the same date the representations and warranties are repeated under each Specified Document.

7. **UNDERTAKINGS**

7.1 **Duration and with whom made**

The undertakings in this Clause 7: (a) shall remain in force throughout the Security Period; and (b) are given by the Chargor to the Security Trustee and each other Beneficiary.

7.2 **Maintenance of Property**

The Chargor will:

- 7.2.1 keep the Premises in good and tenantable repair and condition and adequately and properly painted and decorated (or procure the same, as applicable) and keep the Fixtures and all plant, machinery, implements and other effects for the time being owned by it and

which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) except where the Premises are subject to a development, construction, refurbishment, major repair or improvement scheme until the same is completed;

- 7.2.2 maintain insurance cover in relation to its activities and assets relating to the Mortgaged Property against such risks and in such amounts as is usual for prudent Registered Providers of Social Housing carrying on activities of the type and scale which are carried on by the Chargor and promptly, on request from the Security Trustee, provide the Security Trustee with copies of all policies and contracts of insurance which relate to the Mortgaged Property or income deriving from the Mortgaged Property together with evidence that those policies and contracts are in full force and effect and comply with the requirements of the Security Documents;
- 7.2.3 ensure that notice of the interest of the Security Trustee is given promptly to the relevant insurer(s) in respect of each such contract or policy each such contract;
- 7.2.4 ensure that each contract or policy of insurance includes a standard mortgagee protection clause and that a note of the Security Trustee's interest has been endorsed on each such contract or policy of insurance and that the insurer will notify the Security Trustee before the policy terminates for non-payment of premium;
- 7.2.5 within 10 days of the relevant renewal date of any policy or contract of insurance, give the Security Trustee a copy of the renewal cover note evidencing that a new policy or contract of insurance is in place with effect from expiry of the existing cover, together with a copy of the premium receipt evidencing payment for the renewal of the new policy or contract of insurance or if the renewal cover note or contract of insurance has not been received before that 7 day period, a confirmation from the insurer that the insurance will be in place;
- 7.2.6 pay (if it is the lessee) the rents reserved by and (in any event) perform and observe all the covenants, agreements and stipulations on the part of the Chargor contained in any lease or leases comprised within the Mortgaged Property and not to do or knowingly suffer to be done any act or thing whereby such lease or leases may become liable to forfeiture or otherwise be determined, provided that if a notice pursuant to Section 146 of the Law of Property Act 1925 is served on the Chargor, the Chargor shall promptly inform the Security Trustee;
- 7.2.7 (save to the extent that payment of the same is being contested in good faith) pay as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Mortgaged Property (but not in respect of the occupier of the Mortgaged Property where the Chargor is not the occupier);
- 7.2.8 use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use under or by virtue of the Planning Acts and not without the prior written consent of the Security Trustee, make any application for planning permission which could reasonably be expected to have a material adverse effect on the value of any Mortgaged Property or implement any planning permission so obtained;
- 7.2.9 promptly after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Mortgaged Property where the cost of compliance with that application, requirement, order or notice when aggregated with others outstanding at that time is in excess of £100,000 (as increased by RPI from the date of this Deed), give written notice thereof to the Security Trustee and also (within seven days after demand) produce the same or a copy of the same to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any requirement made or implicit in the same;

- 7.2.10 duly and punctually perform and observe all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given under the same;
- 7.2.11 not without the previous consent in writing of the Security Trustee grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property other than in the form of an Approved Tenancy Agreement or on terms which confer no fewer rights on the Chargor as the lessor or licensor and impose no obligations on the Chargor additional to those set out in an Approved Tenancy Agreement and provided, on written request by the Security Trustee following the occurrence of an Enforcement Event which is continuing unremedied or unwaived in writing, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Security Trustee provided it sends a copy of the same to the Security Trustee forthwith upon request;
- (a) not without the prior written consent of the Security Trustee accept or agree to accept the surrender or alteration of any of the Letting Documents which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects to the extent non-compliance materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations under the Specified Documents;
 - (b) in accordance with its enforcement and arrears policies as a registered provider (which shall be in a form that is in compliance with government guidance), enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property; and
 - (c) at any time after an Enforcement Event has occurred and is continuing after the expiry of any applicable grace period during which the Enforcement Event has not been remedied or waived in writing and upon the written request of the Security Trustee issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums due under any Letting Document to the Security Trustee or into such accounts as the Security Trustee may require.
- 7.2.12 subject to the Specified Documents, and to the extent requested by the Security Trustee in writing, deposit with the Security Trustee all deeds and documents of title relating to the Mortgaged Properties (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period) except to the extent that any such Mortgaged Properties are released by the Security Trustee pursuant to the terms of the Specified Documents;
- 7.2.13 duly and punctually perform and observe all covenants and stipulations restrictive or otherwise affecting all or any part of the Mortgaged Property and indemnify the Security Trustee and each other Beneficiary in respect of any breach of the same and provide the Security Trustee with such information as it may reasonably require regarding the Chargor's compliance with this Deed and permit (so far as it is lawful and subject to the tenant's rights) the Security Trustee and any person nominated by it at all reasonable times (provided that reasonable notice has been given by the Security Trustee and subject to the tenant's rights) to enter upon the Mortgaged Property and view the state of the same;
- 7.2.14 after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or waived in writing or an event which the Security Trustee reasonably believes is a Potential Enforcement Event which is continuing,

grant the Security Trustee or its lawyers on written request all such facilities within the power of the Chargor to enable such lawyers to carry out investigations of title to the Mortgaged Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee. Such investigations and enquiries shall be at the expense of the Chargor;

- 7.2.15 after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or waived in writing or an event which the Security Trustee reasonably believes is a Potential Event of Default which is continuing and only to the extent that no investigation of title has been conducted pursuant to Clause 7.2.14, forthwith on written demand by the Security Trustee provide the Security Trustee with a solicitor's report in a form acceptable to the Security Trustee as to the title of the Chargor to the Mortgaged Property and other property which is or may be subject to this security and related matters concerning the items which a prudent mortgagee would properly require in a solicitor's report of this nature;
- 7.2.16 if requested by the Security Trustee, use reasonable endeavours to obtain any authorisation or licence required in order to enable the Security Trustee pursuant to the power of enforcement conferred on it by the Security Documents to sell Mortgaged Properties which are at the relevant time vacant;
- 7.2.17 comply in all material respects with all Environmental Laws and notify the Security Trustee immediately if the Chargor becomes aware that there is any Contamination affecting the Mortgaged Property; and
- 7.2.18 provided that nothing in this Clause 7.2 shall require or oblige the Chargor to do or procure to be done anything which is inconsistent with, or contrary to, the terms of any lease or leases under which the Chargor holds any part or parts of the Mortgaged Property.

7.3 Negative Pledge and Disposals

- 7.3.1 The Chargor shall not create or permit to subsist any Security Interest on any of the Security Assets or any income derived from the Security Assets save as permitted under the terms of the Specified Documents.
- 7.3.2 The Chargor shall not sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets or any income derived from the Security Assets save as permitted under the Security Trust Deed or the Specified Documents.

8. FURTHER WARRANTY

The Chargor warrants that the Mortgaged Properties are the same properties as have been valued for the benefit of each other Beneficiary and copies of such valuations have been provided to the Security Trustee and, where applicable, the relevant Beneficiary.

9. POWER TO REMEDY

In case of default by the Chargor in repairing or keeping in repair or insuring the Mortgaged Property or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Security Trustee or its agents and contractors to enter on the Mortgaged Property and to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may reasonably consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses properly incurred in connection with the exercise of the powers contained in this Clause 9.

10. **WHEN SECURITY BECOMES ENFORCEABLE**

The security conferred by this Deed shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 as varied or amended by this Deed shall be immediately exercisable upon and after an Enforcement Event has occurred and is continuing and has not been remedied within any applicable grace period or waived in writing. After the security constituted by this Deed has become enforceable, the Security Trustee may in accordance with the terms of the Security Trust Deed and upon the Security Trustee being indemnified, pre-funded or secured to its satisfaction, enforce all or any part of such 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 such security subject to the terms of the Specified Documents.

11. **ENFORCEMENT OF SECURITY**

For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date of this Deed and Section 103 of the Law of Property Act 1925 (restricting the power of sale) and Section 93 of that Act (restricting the right of consolidation) shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of that Act.

12. **RECEIVER**

12.1 **Appointment of Receiver**

12.1.1 At any time after this security becomes enforceable or if the Chargor so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred.

12.1.2 In this Clause 12.1 qualified person means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which he is appointed.

12.2 **Powers of a Receiver**

Every Receiver appointed in accordance with Clause 12.1 shall have and be entitled to exercise all of the powers set out below. The powers referred to above are (in each case to the extent permitted by law):

12.2.1 to take immediate possession of, get in and collect the Security Assets;

12.2.2 to make and effect all repairs and Insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on the Mortgaged Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

12.2.3 for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the same or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

- 12.2.4 to sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as he shall think proper. Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures, other than landlords fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;
- 12.2.5 to let all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);
- 12.2.6 to settle, adjust, refer to arbitration, compromise and arrange any claims, actions, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor in relation to the Security Assets;
- 12.2.7 to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets as may seem to him to be expedient;
- 12.2.8 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets;
- 12.2.9 (i) all the powers (as varied and extended by the provisions of this Deed) conferred by the Insolvency Act 1986 on mortgagees in possession, Administrators, Receivers and Administrative Receivers (as defined therein); and (ii) all such other acts and things as any Receiver may consider desirable or necessary for realising the whole or any part of the Security Assets or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes;
- 12.2.10 power to demolish, alter, improve, develop, complete, construct, modify or refurbish the whole or any part of the Mortgaged Property and the Fixtures and to complete or undertake or concur in the completion or undertaking of any approved development (with or without modification) and any other project in which the Chargor was concerned or interested in prior to his appointment being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment or repair of the Mortgaged Property and the Fixtures and in particular (without prejudice to the generality of the foregoing) to carry out and complete such approved development;
- 12.2.11 power to undertake, effect or complete any work of repair, maintenance, modification, redecoration, improvement, fitting out and furnishing of the Mortgaged Property;
- 12.2.12 power to apply for and obtain any planning permissions, building regulation approvals, environmental permits and any other permissions, consents or licences in relation to the Security Assets;
- 12.2.13 power to provide all services (including, without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation or management of the Mortgaged Property;
- 12.2.14 power to enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option agreement, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to the Security Assets and to appoint, hire and employ and remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms

and at such salaries, fees or remuneration and generally in such manner as he shall think fit and to discharge such persons;

12.2.15 power to acquire any interest in any real or personal property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Security Assets and to grant or surrender, easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries; and

12.2.16 to do all such other acts and things as he may consider necessary or desirable for realising the Security Assets or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes.

12.3 **Removal and remuneration**

The Security Trustee may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. The Security Trustee will consider any request from the Chargor to remove a Receiver provided the Chargor can show, to the reasonable satisfaction of the Security Trustee, that failure to remove such Receiver would be prejudicial to the proper realisation or disposal of the Chargor's assets or that the specific Receiver in carrying out his appointment hereunder (and not, for the avoidance of doubt, the actual appointment of any Receiver), is prejudicing the Chargor's registration with the Regulator of Social Housing.

12.4 **Security Trustee may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security created by this Deed becomes enforceable by the Security Trustee in relation to the whole of such Security Assets without first appointing a Receiver of such property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

13. **APPLICATION OF PROCEEDS**

Any moneys received by the Security Trustee or by any Receiver appointed by it pursuant to this Deed and/or under the powers conferred by this Deed shall, after the security constituted by this Deed shall have become enforceable but to the payment of any claims having priority to this security and to the Security Trustee's and such Receiver's rights under Clause 12.2 (*Powers of Receiver*) be applied by the Security Trustee in accordance with clause 8 (*Application of Proceeds*) of the Security Trust Deed.

14. **NO LIABILITY AS MORTGAGEE IN POSSESSION**

The Security Trustee shall not nor shall any Receiver appointed as aforesaid by reason of it or the Receiver entering into possession of the Security Assets be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. Every Receiver duly appointed by the Security Trustee under the powers in that behalf contained in this Deed shall be deemed to be the agent of the Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and neither the Security Trustee nor any other Beneficiary shall incur any liability therefor (either to the Chargor or to any other person whatsoever) by reason of the Security Trustee's making his appointment as such Receiver or for any other reason whatsoever. Every such Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities

by such Act conferred on mortgagees and receivers when such receivers have been duly appointed under such Act but so that Section 103 of that Act shall not apply.

15. **PROTECTION OF THIRD PARTIES**

No purchaser, mortgagee or other person or company dealing with the Security Trustee or the Receiver or its or his agents shall be concerned to enquire whether the Secured Liabilities have become payable or whether any power which the Receiver is purporting to exercise has become exercisable or whether any money remains due under the Specified Documents or to see to the application of any money paid to the Security Trustee or to such Receiver.

16. **EXPENSES**

All costs, charges and expenses properly incurred and all payments made by the Security Trustee or any Receiver appointed under this Deed in the lawful exercise of the powers conferred by this Deed whether or not occasioned by any act, neglect or default of the Chargor shall carry interest (as well after as before judgment) at a rate equal to 2 per cent per annum over the highest interest rate for the time being incurred or becoming payable by the Chargor under the Financing Agreements until the date the same are unconditionally and irrevocably paid and discharged in full. The amount of all such costs, charges, expenses and payments and all such interest and all remuneration payable pursuant to this Deed shall be payable by the Chargor on demand in accordance with the Security Trust Deed.

17. **INDEMNITY**

The Security Trustee, each other Beneficiary and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets and the Security Trustee, each other Beneficiary and any Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers conferred by this Deed.

18. **DELEGATION BY SECURITY TRUSTEE AND RECEIVER**

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee or any Receiver under this Deed in relation to the Security Assets. Any such delegation may be made upon such terms and subject to such regulations as the Security Trustee or any Receiver may think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate provided it acted properly in the appointment of the same.

19. **FURTHER ASSURANCES**

19.1 **General**

The Chargor shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the security intended to be created by this Deed over the Security Assets or for facilitating the realisation of the Security Assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or in any such delegate or sub delegate as aforesaid. To that intent, the Chargor shall in particular execute all transfers, conveyances, assignments (whether legal or equitable) and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may reasonably think necessary and obtain all necessary consents to procure the registration of this Deed at the Land Registry. The obligations of the Chargor under this Clause 19.1 shall be in addition to and not in

substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994.

19.2 Legal Charge

Without prejudice to the generality of Clause 19.1, the Chargor will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security created by this Deed in favour of the Security Trustee (as trustee as stated above) in such form as the Security Trustee may reasonably require.

19.3 Consents

The Chargor shall use reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee (acting reasonably)) as soon as possible any consents necessary to enable the assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Trustee.

19.4 Implied Covenants for Title

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

20. REDEMPTION OF PRIOR MORTGAGES

The Security Trustee may, at any time after the security constituted by this Deed has become enforceable, redeem any prior Security Interest against the Security Assets or procure the transfer of the same to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Chargor save for manifest error. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Chargor to the Security Trustee on demand.

21. POWER OF ATTORNEY

21.1 The Chargor by way of security and in order more fully to secure the performance of its obligations under this Deed irrevocably appoints the Security Trustee and every Receiver of the Security Assets appointed under this Deed and every such delegate or sub delegate referred to above to be its attorney acting severally, and on its behalf and in its name or otherwise at any time after the occurrence of an Enforcement Event which is continuing and which has not been remedied or waived in writing to execute and do all such assurances, acts and things which the Chargor ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing moneys to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Security Trustee or any such Receiver, delegate or sub delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

21.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 21.1 shall do or purport to do in good faith in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.

22. **NEW ACCOUNTS**

If the Security Trustee or any other Beneficiary receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Security Assets and/or the proceeds of sale thereof, the Security Trustee or such Beneficiary may open a new account or accounts with the Chargor. If the Security Trustee or such Beneficiary (as the case may be) does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee or such Beneficiary shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Deed is security.

23. **STAMP TAXES**

The Chargor shall pay and, forthwith on demand, indemnify the Security Trustee and each other Beneficiary against any liability it incurs in respect of any stamp duty land tax, registration fees and any similar Tax which is or becomes payable in connection with the entry into, performance or enforcement of this Deed.

24. **PERFECTION OF SECURITY**

The Chargor shall be bound by and irrevocably authorises the Security Trustee to execute on its behalf any document required to perfect the security granted to the Security Trustee pursuant to the Specified Documents or this Deed.

25. **WAIVERS, REMEDIES CUMULATIVE**

The rights of the Security Trustee and each other Beneficiary under this Deed: (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under general law; and (c) may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right. The Security Trustee may waive any breach by the Chargor of any of its obligations under the Specified Documents.

26. **SET-OFF**

The Security Trustee and each other Beneficiary may (to the extent that the same is beneficially owned by it) set off any matured obligation due from the Chargor under any Specified Document against any matured obligation owed by the Security Trustee or such Beneficiary (as the case may be) to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or such Beneficiary (as the case may be) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off.

27. **TIME DEPOSITS**

Without prejudice to Clause 26 (*Set-Off*), if any time deposit matures on any account the Chargor has with the Security Trustee or any other Beneficiary at a time within the Security Period when: (a) this security has become enforceable; and (b) no amount of the Secured Liabilities is due and payable, such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such Beneficiary (as the case may be) in its absolute discretion considers appropriate unless the Security Trustee or other Beneficiary (as the case may be) otherwise agrees in writing.

28. **SEVERABILITY**

If a provision of this Deed is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Deed.

29. **COUNTERPARTS**

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

30. **NOTICES**

30.1 All notices under, or in connection with, this Deed shall be given in writing. Any such notice is deemed to be given by post when delivered (delivery shall be deemed to be immediate if by hand or two days after posting if sent by first class post). However, a notice given in accordance with the above but received on a non Business Day or after business hours in the place of receipt is deemed to be given on the next Business Day in that place.

30.2 The address of the Chargor and the Security Trustee for all notices under, or in connection with, this Deed are:

in the case of the Chargor:

Muir Group Housing Association Limited
80 Lightfoot Street
Hoole
Chester
CH2 3AL

Email: nia.hughes@muir.org.uk

Attention: Executive Director of Resources

in the case of the Security Trustee:

M&G Trustee Company Limited
10 Fenchurch Avenue
London
EC3M 5AG

Email:

Attention: Corporate Trust Manager

Email: Trustees@MandG.co.uk

or, in each case, such other details as one may notify the other in writing by not less than 7 days notice.

31. **THE LAND REGISTRY**

31.1 In respect of the Mortgaged Property the title to which is or is to be registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted the Chargor consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged 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 ...20 April..... 2022 in favour of M&G Trustee Company Limited referred to in the charges register or its conveyancer."

- 31.2 For the purposes of the Land Registration Rules 2003 and Section 49(3) of the Land Registration Act 2002, the Chargor consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.
32. The Chargor hereby certifies that the security created by this Deed does not contravene any of the provisions of the Co-operative and Community Benefit Societies Act 2014, any other relevant law or regulation applicable to the Chargor or the rules of the Chargor.
33. **FURTHER ADVANCES**
- 33.1 The Beneficiaries are under an obligation to make further advances to the Chargor in accordance with the terms of their respective Specified Documents.
- 33.2 For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Beneficiary to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.
- 33.3 For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be extended by the provisions of this Deed.
34. **PARTIAL INVALIDITY**
- If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.
35. **RELEASE**
- Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release and to reassign to the Chargor the Security Assets from the security constituted by this Deed.
36. **CHARITY**
- 36.1 The Mortgaged Property is held by (or in trust for) the Chargor, an exempt charity.
37. **GOVERNING LAW**
- 37.1.1 This Deed, and any non-contractual obligations arising out of or in connection with this Deed, shall be governed by and construed in accordance with English law.
- 37.1.2 The courts of England and Wales 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 or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 37.1.3 The Security Trustee and the Chargor agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes.

IN WITNESS this document has been duly executed as a deed on the date set out at the beginning of this Deed.

SCHEDULE 1

MORTGAGED PROPERTIES

REGISTERED LAND

All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table below and including all of the dwellings specified in such table:

UPRN	Property Address	Title Number	Tenure
600507	7 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600508	8 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600509	9 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600510	10 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600511	11 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600512	12 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600514	14 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600515	15 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600516	16 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600517	17 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600518	18 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600519	19 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600520	20 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600521	21 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600522	22 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600523	23 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600524	24 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600525	25 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600526	26 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600527	27 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600528	28 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600529	29 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600530	30 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600531	31 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600532	32 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600533	33 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600534	34 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600535	35 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600536	36 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600537	37 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600538	38 Arran Close, Fearnhead, Warrington, WA2 0AN	CH351619	Freehold
600845	45 Anderson Close, Longbarn Padgate, Warrington, WA2 0PQ	CH351630	Freehold
600858	58 Anderson Close, Longbarn Padgate, Warrington, WA2 0PQ	CH351630	Freehold
600865	65 Anderson Close, Longbarn Padgate, Warrington, WA2 0PQ	CH351630	Freehold
600870	70 Anderson Close, Longbarn Padgate, Warrington, WA2 0PQ	CH351630	Freehold
600877	77 Anderson Close, Longbarn Padgate, Warrington, WA2 0PQ	CH351630	Freehold
6008B11	11 Blackburne Close, Longbarn Padgate, Warrington, WA2 0PH	CH351630	Freehold
6008B59	59 Blackburne Close, Longbarn Padgate, Warrington, WA2 0PJ	CH351630	Freehold
0167B01	1 Blossom Court, Blackpool, Lancs, FY3 7SZ	LAN58785	Freehold
0167B03	3 Blossom Court, Blackpool, Lancs, FY3 7SZ	LAN58785	Freehold

0167B04	4 Blossom Court, Blackpool, Lancs, FY3 7SZ	LAN58785	Freehold
0167B05	5 Blossom Court, Blackpool, Lancs, FY3 7SZ	LAN58785	Freehold
0167B06	6 Blossom Court, Blackpool, Lancs, FY3 7SZ	LAN58785	Freehold
017701	1 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017702	2 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017703	3 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017704	4 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017705	5 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017706	6 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017707	7 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
017708	8 Cherry Court, Grange Park, Blackpool, FY3 7GZ	LAN15274	Freehold
002801	1 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002802	2 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002803	3 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002804	4 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002805	5 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002806	6 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002807	7 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002808	8 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002809	9 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011	Freehold
002810	10 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011, CH93231	Freehold, Freehold
002811	11 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011, CH93231	Freehold, Freehold
002812	12 Ellwood Green, Hough, Crewe, CW2 5RJ	CH228011, CH93231	Freehold, Freehold
011806	6 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011802	2 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011804	4 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011808	8 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011810	10 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011812	12 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011814	14 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011816	16 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011818	18 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold

011820	20 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011822	22 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011824	24 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011826	26 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011827	27 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011828	28 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011829	29 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011830	30 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011831	31 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011832	32 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011833	33 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011834	34 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011835	35 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011837	37 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011839	39 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011841	41 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011843	43 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011845	45 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011847	47 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011849	49 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294, CH433820	Freehold, Freehold
011851	51 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011853	53 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294, CH433820	Freehold, Freehold
011855	55 Heber Walk, Northwich, Cheshire, CW9 5JB	CH433820	Freehold
011857	57 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294, CH433820	Freehold, Freehold
011859	59 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011861	61 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold

011863	63 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
011865	65 Heber Walk, Northwich, Cheshire, CW9 5JB	CH426294	Freehold
014454	54 Hilbre Bank, Alpraham, Cheshire, CW6 9JG	CH461952	Freehold
014454A	54a Hilbre Bank, Alpraham, Cheshire, CW6 9JG	CH461952	Freehold
014456	56 Hilbre Bank, Alpraham, Cheshire, CW6 9JG	CH461952	Freehold
014456A	56a Hilbre Bank, Alpraham, Cheshire, CW6 9JG	CH461952	Freehold
014466	66 Hilbre Bank, Alpraham, Cheshire, CW6 9JG	CH461952	Freehold
007001	1 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
007002	2 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
007003	3 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
007004	4 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
007005	5 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
007006	6 Hill View, Gisburn Road, Blacko, BB9 6LS	LA770846	Freehold
006001	1 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006002	2 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006003	3 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006004	4 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006005	5 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006006	6 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006007	7 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006008	8 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006009	9 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006010	10 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006011	11 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006012	12 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006014	14 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006015	15 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006016	16 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006017	17 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006018	18 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006019	19 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006020	20 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006021	21 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006022	22 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006023	23 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006024	24 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006025	25 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006026	26 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006027	27 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006028	28 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006029	29 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
006030	30 Lowland Way, Blackpool, FY2 0HP	LA702416	Freehold
003501	1 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003502	2 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003503	3 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003504	4 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003505	5 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003506	6 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003507	7 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003508	8 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold

003509	9 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003510	10 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003511	11 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003512	12 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003513	13 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003514	14 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003515	15 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003516	16 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003517	17 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003518	18 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003519	19 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
003520	20 Monks Orchard, Millstone Lane, Nantwich, CW5 5TX	CH259849	Freehold
6004118	118 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600402	2 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600404	4 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600406	6 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600408	8 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600410	10 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004100	100 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004102	102 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004104	104 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004106	106 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004108	108 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004112	112 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004114	114 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
6004116	116 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600412	12 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600414	14 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600416	16 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600418	18 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600420	20 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600422	22 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600424	24 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600426	26 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600428	28 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600430	30 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600432	32 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600434	34 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600436	36 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600438	38 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600440	40 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600442	42 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600444	44 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600446	46 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600448	48 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600450	50 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600452	52 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600454	54 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600456	56 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600474	74 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600476	76 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600478	78 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold

600482	82 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600484	84 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600486	86 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600488	88 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600490	90 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600492	92 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600494	94 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600496	96 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
600498	98 Montrose Close, Cinnamon Brow, Warrington, WA2 0SE	CH351627	Freehold
020101	1 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020103	3 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020105	5 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020107	7 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020109	9 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020111	11 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020115	15 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020117	17 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020119	19 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020121	21 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020123	23 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020125	25 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020127	27 Dinmore Place, Blackpool, Lancs, FY3 7QD	LAN115646	Freehold
020170	70 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020172	72 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020174	74 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020176	76 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020178	78 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020180	80 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020182	82 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020184	84 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020186	86 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020188	88 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020190	90 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020192	92 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
020194	94 Normoss Avenue, Blackpool, Lancs, FY3 7PZ	LAN115646	Freehold
600709	9 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600710	10 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600711	11 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600712	12 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600713	13 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600715	15 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600717	17 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600721	21 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600726	26 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PY	CH351618	Freehold
600727	27 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600728	28 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600729	29 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600730	30 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600736	36 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600745	45 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600748	48 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600749	49 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold

600754	54 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600758	58 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600760	60 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600766	66 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600767	67 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600768	68 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
600771	71 Pasture Lane, Longbarn Padgate, Warrington, WA2 0PZ	CH351618	Freehold
6007F02	2 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F03	3 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F04	4 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F11	11 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F29	29 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F31	31 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F34	34 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F35	35 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F36	36 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F39	39 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F40	40 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F41	41 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F42	42 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F50	50 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F52	52 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F55	55 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F58	58 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007F60	60 Fallowfield Grove, Longbarn Padgate, Warrington, WA2 0QQ	CH351618	Freehold
6007M03	3 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M13	13 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M14	14 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M16	16 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M17	17 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M20	20 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M26	26 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M37	37 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007M57	57 Oxmead Close, Longbarn Padgate, Warrington, WA2 0QA	CH351618	Freehold
6007P08	8 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P15	15 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P16	16 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P18	18 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P22	22 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P26	26 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P27	27 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold

6007P29	29 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P30	30 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P31	31 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P37	37 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P45	45 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P47	47 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P48	48 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P51	51 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P52	52 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
6007P53	53 Peasley Close, Longbarn Padgate, Warrington, WA2 0QB	CH351618	Freehold
011701	1 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011702	2 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011703	3 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011704	4 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011705	5 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011706	6 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
011707	7 Pennine Close, Blackpool, FY1 4BH	LA813497	Freehold
000138	38 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000156	56 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000130	30 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000132	32 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000134	34 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000136	36 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000140	40 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000142	42 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000144	44 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000146	46 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000148	48 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000150	50 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000152	52 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000154	54 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000158	58 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000160	60 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000162	62 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000164	64 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000166	66 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
000168	68 Rainhall Crescent, Barnoldswick, Lancs, BB18 6BS	LAN184432	Freehold
0167S03	3 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S04	4 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S05	5 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S06	6 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S07	7 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S08	8 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S09	9 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S10	10 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
0167S11	11 Stuart Place, Blackpool, Lancs, FY3 7UG	LAN58786	Freehold
103001	1 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103002	2 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103003	3 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103004	4 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103005	5 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103006	6 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold

103007	7 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103008	8 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103009	9 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103010	10 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103011	11 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
103012	12 Tailors View, Arnold Street, Nantwich, CW5 5SX	CH432305	Freehold
005320	20 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005321	21 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005322	22 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005323	23 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005324	24 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005325	25 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005326	26 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005327	27 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005328	28 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005329	29 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005330	30 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005331	31 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005332	32 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005333	33 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
005334	34 The Old Stackyard, Village Road, Great Barrow, CH3 7JE	CH225680	Freehold
004101	1 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
004102	2 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
004103	3 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
004104	4 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
004105	5 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
004106	6 Township Close, Clutton, Chester, CH3 9SA	CH283258	Freehold
014064	64 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014066	66 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014068	68 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014070	70 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014072	72 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014074	74 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
014076	76 Tynedale Road, Blackpool, Lancs, FY3 7UE	LA846786	Freehold
003001	1 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold
003002	2 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold
003003	3 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold
003004	4 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold
003005	5 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold
003006	6 Woodward Walk, High Street, Tarvin, CH3 8EA	CH224890	Freehold

SCHEDULE 2

NOTICE OF ASSIGNMENT

To: []

Dated: []

NOTICE OF ASSIGNMENT

We hereby give notice that by a legal mortgage dated [] made between (1) Muir Group Housing Association Limited (the "**Chargor**") and (2) M&G Trustee Company Limited as Security Trustee (the "**Security Trustee**") (2) (the "**Charge**"), the Chargor assigned to the Security Trustee for and on behalf of itself and the Beneficiary (as defined in the Charge) from time to time all its rights, title and interest in [describe assigned assets] (the "**Assigned Assets**") as security for the payment of all Secured Liabilities (as defined in the Charge).

By signing and returning to the Security Trustee the additional copy of this notice, please acknowledge notice of the Charge and confirm and agree that:

- (1) you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Assigned Assets;
- (2) all monies due or to become due from you to the Chargor under the Assigned Assets shall be paid to the Chargor's account with [] (account number: []; sort code: []) or to such other account as the Security Trustee may notify you in writing and without set-off or counterclaim save as provided in the Assigned Assets; and
- (3) you will not without prior written consent of the Security Trustee determine or amend the Assigned Assets.

Until the Security Trustee shall serve written notice to the contrary, the Chargor shall be entitled, subject to the provisions of this notice, to exercise its rights under the Assigned Assets.

Yours faithfully

.....

Authorised Signatory

for and on behalf of

Muir Group Housing Association Limited

EXECUTION PAGE OF THE LEGAL MORTGAGE

THE CHARGOR

EXECUTED as a Deed (~~but not delivered until~~)
(~~dated~~) by affixing the Common seal of)

MUIR GROUP HOUSING ASSOCIATION)
LIMITED)

in the presence of:-)

acting by two Authorised Signatories

Authorised Signatory

N.W. Hughes

Authorised Signatory

P.W. Williams

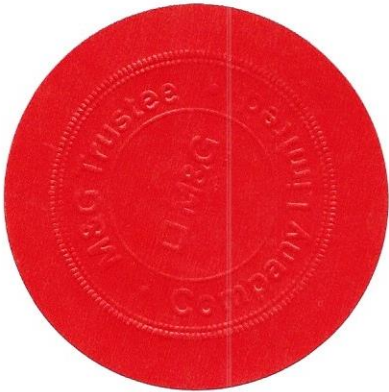
THE SECURITY TRUSTEE

EXECUTED as a Deed by affixing
the Common Seal of
M&G TRUSTEE COMPANY LIMITED
in the presence of:

Alex Kerr



.....
Sealing Officer



Recording a charge

Section 1 – About this form

Use this form to record a charge under the Co-operative and Community Benefit Societies Act 2014 (including credit unions); or Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 (excluding credit unions).

Part 5 of the Co-operative and Community Benefit Societies Act 2014 enables charges over the assets of a society to be recorded with us. For English and Welsh societies, fixed or floating charges can be recorded. For Scottish societies, only floating charges can be registered. Section 29 of the Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 enables charges (fixed or floating) over the assets of a society to be recorded with us.

Use this form to record a charge. If you complete the form correctly and send it to us in time with a copy of the charge, we will record the charge as appropriate and send you a formal notification.

Send this application form and the instrument to us within 21 days (including the date of signing) of the date the charge document was signed.

We have the discretion to extend the 21 day deadline where it has been missed by reason of inadvertence or other sufficient cause. Further information is provided in this form.

For information about our approach to charges under the Co-operative and Community Benefit Societies Act 2014 please see our guidance at <http://www.fca.org.uk/static/documents/fg15-12.pdf>

Please note that this form, including any details provided on the form, will be made available to the public through the Mutuels Public Register: <https://mutuals.fca.org.uk>.

Section 2 – About this application

2.1 What is the name and register number of your society?

Society name	MUIR GROUP HOUSING ASSOCIATION LIMITED
Register number	18632R

2.2 Who can we contact about this application?

Name	Courtney Collis
Role	Team Administrator
Email address	Courtney.Collis@devonshires.co.uk
Phone number	020 7880 2568

Section 3 – About the charge

3.1 Which of the following are you asking us to do?

Record a charge (not available for societies in Scotland) ☒

Register a floating charge (Scottish societies only) ☐

3.2 Who are the parties to the charge?

Name	MUIR GROUP HOUSING ASSOCIATION LIMITED
Name	M&G TRUSTEE COMPANY LIMITED
Name	
Name	

3.3 What date was the charge executed?

2	0	0		2	0	2	2
---	---	---	--	---	---	---	---

3.4 Please confirm you have attached a certified copy of the charge:

Certified copy of the charge attached ☒

3.5 Has the application been submitted within the 21 day limit?

Yes ☒

No ☐ Please provide reasons below

To decide if we can extend the registration period we need to know the reasons for the late application. Your answer should explain why the application was submitted late. Please ensure you provide sufficient information for us to


determine whether the application is late by reason of inadvertence or some other sufficient cause.

--

Section 4 – Declaration

Please ensure this form is 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.

Name	Devonshires Solicitors LLP
My signature below confirms that the information in this form is accurate to the best of my knowledge	
Signature 	
Position	Solicitor
Date	03/05/2022

Section 5 – Submitting this form

Please submit a signed, scanned version of your application by email to: mutual.societies@fca.org.uk

Or please submit by post to:

Mutual Societies
Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

This form is available on the **Mutuals Society Portal**:

<https://societyportal.fca.org.uk>