

**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 10 April 2023.

Instrument date: 31 March 2023

Application Date: 10 April 2023

Date: **18 April 2023**



**DATED** 31 March 2023

We hereby certify  
this to be a true copy  
of the original

Devs  
14<sup>th</sup> April  
2023

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

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

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## LEGAL MORTGAGE

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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.)

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**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:**

<b>"Approved Tenancy Agreement"</b>	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).
<b>"Beneficiaries"</b>	has the meaning given to it in the Security Trust Deed
<b>"Certificate of Title"</b>	means a certificate of title in a form agreed between the Chargor and the Security Trustee
<b>"Contamination"</b>	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
<b>"Enforcement Event"</b>	has the meaning given to it in the Security Trust Deed
<b>"Environmental Laws"</b>	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

<b>"Fixtures"</b>	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
<b>"Hazardous Materials"</b>	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
<b>"Insurances"</b>	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
<b>"Letting Document"</b>	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
<b>"Mortgaged Property"</b>	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
<b>"Notice of Assignment"</b>	means a notice substantially in the form set out in schedule 2 (Notice of Assignment)
<b>"Planning Acts"</b>	means the <b>"Consolidating Acts"</b> 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
<b>"Potential Enforcement Event"</b>	has the meaning given to it in the Security Trust Deed
<b>"Premises"</b>	means all buildings and erections for the time being comprised within the definition of Security Assets
<b>"Receiver"</b>	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

<b>"Registered Provider of Social Housing"</b>	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
<b>"Regulatory Framework"</b>	<p>means:-</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) any publication, document or regulation which succeeds that publication</li> </ul> <p>or, if withdrawn and not replaced, the then applicable regulatory requirements of the Regulator of Social Housing</p>
<b>"Reservations"</b>	<p>means</p> <ul style="list-style-type: none"> <li>(a) the principle that equitable remedies may be granted or refused at the discretion of the court;</li> <li>(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;</li> <li>(c) the time barring of claims under the Limitations Acts;</li> <li>(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</li> <li>(e) defences to set-off or counterclaim</li> </ul>
<b>"Secured Liabilities"</b>	has the meaning given to it in the Security Trust Deed
<b>"Security Assets"</b>	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
<b>"Security Interest"</b>	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
<b>"Security Period"</b>	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

<b>"Security Trust Deed"</b>	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)
<b>"Shared Ownership Lease"</b>	means a shared ownership lease as defined in section 106 of the Housing Association Act 1985
<b>"Shared Ownership Property"</b>	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
<b>"Specified Document"</b>	has the meaning given to it in the Security Trust Deed
<b>"Taxes"</b>	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 .31.March.... 2023 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:

<b>UPRN</b>	<b>Property Address</b>	<b>Title Number</b>	<b>Tenure</b>
703	3 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
705	5 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
707	7 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
708	8 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
712	12 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
718	18 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
720	20 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
742	42 Ashmuir Close, Blacon, Chester, CH1 5JN	CH63018	Freehold
0007B02	2 Birchmuir, Blacon, Chester, CH1 5JW	CH63018	Freehold
0007B04	4 Birchmuir, Blacon, Chester, CH1 5JW	CH63018	Freehold
0007B05	5 Birchmuir, Blacon, Chester, CH1 5JW	CH63018	Freehold
0007B06	6 Birchmuir, Blacon, Chester, CH1 5JW	CH63018	Freehold
0007B07	7 Birchmuir, Blacon, Chester, CH1 5JW	CH63018	Freehold
0007C01	1 Beechmuir, Blacon, Chester, CH1 5JR	CH63018	Freehold
0007C02	2 Beechmuir, Blacon, Chester, CH1 5JR	CH63018	Freehold
0007C03	3 Beechmuir, Blacon, Chester, CH1 5JR	CH63018	Freehold
0007C05	5 Beechmuir, Blacon, Chester, CH1 5JR	CH63018	Freehold
0007E01	1 Elmuir, Blacon, Chester, CH1 5JS	CH63018	Freehold
0007E03	3 Elmuir, Blacon, Chester, CH1 5JS	CH63018	Freehold
0007E04	4 Elmuir, Blacon, Chester, CH1 5JS	CH63018	Freehold
0007E06	6 Elmuir, Blacon, Chester, CH1 5JS	CH63018	Freehold
0007M02	2 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold
0007M04	4 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold
0007M06	6 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold
0007M08	8 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold



0007M10	10 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold
0007M12	12 Muir Road, Blacon, Chester, CH1 5JT	CH63018	Freehold
0007R08	8 Rawson Road, Blacon, Chester, CH1 5ND	CH63018	Freehold
0007R09	9 Rawson Road, Blacon, Chester, CH1 5ND	CH63018	Freehold
0007R10	10 Rawson Road, Blacon, Chester, CH1 5ND	CH63018	Freehold
0007R11	11 Rawson Road, Blacon, Chester, CH1 5ND	CH63018	Freehold
0007S01	1 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S02	2 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S03	3 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S04	4 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S05	5 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S06	6 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S08	8 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S09	9 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
0007S11	11 Silvermuir, Blacon, Chester, CH1 5JP	CH63018	Freehold
600101	1 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600102	2 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600103	3 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600108	8 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600109	9 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600110	10 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600111	11 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600112	12 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600116	16 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600120	20 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600121	21 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600126	26 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600127	27 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600128	28 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600133	33 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold

600134	34 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600135	35 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600137	37 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600138	38 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600139	39 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600140	40 Rowland Close, Cinnamon Brow, Warrington, WA2 0BX	CH351621	Freehold
600141	41 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600145	45 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600147	47 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600148	48 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600150	50 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600153	53 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600156	56 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600159	59 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600163	63 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600164	64 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600167	67 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600169	69 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600171	71 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600179	79 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
600181	81 Rowland Close, Cinnamon Brow, Warrington, WA2 0DQ	CH351621	Freehold
6001A03	3 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A05	5 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A08	8 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A17	17 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A18	18 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold

6001A26	26 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A27	27 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A28	28 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A30	30 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A32	32 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A33	33 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001A34	34 Aspinall Close, Cinnamon Brow, Warrington, WA2 0BT	CH351621	Freehold
6001J01	1 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J05	5 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J07	7 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J08	8 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J09	9 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J12	12 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J14	14 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J17	17 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J18	18 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J20	20 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J30	30 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J34	34 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J36	36 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J38	38 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001J40	40 Jervis Close, Cinnamon Brow, Warrington, WA2 0BS	CH351621	Freehold
6001T02	2 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T04	4 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T05	5 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T06	6 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold

6001T07	7 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T08	8 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T09	9 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T10	10 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
6001T11	11 Timmis Close, Cinnamon Brow, Warrington, WA2 0BU	CH351621	Freehold
600201	1 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600202	2 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600203	3 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600206	6 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600207	7 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600210	10 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600214	14 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600215	15 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600216	16 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600217	17 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600218	18 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600221	21 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600222	22 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600225	25 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600226	26 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600227	27 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600228	28 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600229	29 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600230	30 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600231	31 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600232	32 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold

600233	33 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600234	34 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600235	35 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600236	36 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600237	37 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600238	38 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600240	40 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600241	41 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600242	42 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600243	43 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600244	44 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600248	48 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600249	49 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600252	52 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600258	58 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600259	59 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600260	60 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600261	61 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600263	63 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600265	65 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600266	66 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
600267	67 Blackledge Close, Cinnamon Brow, Warrington, WA2 0BP	CH351624	Freehold
6002L01	1 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L02	2 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L03	3 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L06	6 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold

6002L07	7 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L08	8 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L17	17 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L22	22 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L23	23 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L25	25 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L26	26 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L28	28 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002L31	31 Libson Close, Cinnamon Brow, Warrington, WA2 0AY	CH351624	Freehold
6002W02	2 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W05	5 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W06	6 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W07	7 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W08	8 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W16	16 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W17	17 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W20	20 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W23	23 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W28	28 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W30	30 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W33	33 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W35	35 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
6002W38	38 Waywell Close, Cinnamon Brow, Warrington, WA2 0AZ	CH351624	Freehold
600303	3 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600304	4 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600305	5 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold

600306	6 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600308	8 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600309	9 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600310	10 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600312	12 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600316	16 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600318	18 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600319	19 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600322	22 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600324	24 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600325	25 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
600326	26 Mathers Close, Cinnamon Brow, Warrington, WA2 0AX	CH351624	Freehold
0024M26	26 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB105108	Freehold
0024M27	27 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M29	29 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M30	30 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024R03	3 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R05	5 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R10	10 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R11	11 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R15	15 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R17	17 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R19	19 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R20	20 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R21	21 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R22	22 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold

0024R24	24 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
0024R25	25 Rushes Walk, Godmanchester, Huntingdon, PE29 2DJ	CB13326	Freehold
2702	2 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2703	3 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2704	4 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2705	5 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2706	6 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2707	7 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2709	9 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2710	10 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2712	12 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2714	14 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2715	15 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2717	17 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2719	19 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2720	20 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2721	21 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2722	22 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2723	23 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2724	24 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2725	25 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2726	26 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2727	27 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2729	29 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2730	30 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold
2731	31 Carnaby Close, Godmanchester, Huntingdon, PE29 2EE	CB13326	Freehold



0027B02	2 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B05	5 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B06	6 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B07	7 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B09	9 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B10	10 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B12	12 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B14	14 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B15	15 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B16	16 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B17	17 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B19	19 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B21	21 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B23	23 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B27	27 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B29	29 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027B37	37 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
0027M02	2 Mowlands, Godmanchester, Huntingdon, PE29 2EF	CB13326	Freehold
0027M08	8 Mowlands, Godmanchester, Huntingdon, PE29 2EF	CB13326	Freehold
0027T37	37 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T39	39 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T41	41 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T43	43 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T47	47 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T49	49 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T51	51 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold

0027T53	53 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T55	55 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
0027T57	57 Tudor Road, Godmanchester, Huntingdon, PE29 2DW	CB13326	Freehold
2401	1 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2402	2 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2404	4 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2406	6 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2411	11 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2412	12 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2421	21 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2422	22 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2424	24 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2425	25 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2427	27 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2428	28 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2429	29 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2430	30 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2431	31 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2435	35 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2437	37 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
2439	39 Field Walk, Godmanchester, Huntingdon, PE29 2DL	CB13326	Freehold
0024F25	25 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F29	29 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F31	31 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F33	33 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F35	35 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold

0024F37	37 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F39	39 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F41	41 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F43	43 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F45	45 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024F47	47 Fairey Avenue, Godmanchester, Huntingdon, PE29 2DT	CB13326	Freehold
0024M01	1 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M02	2 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M05	5 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M09	9 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M11	11 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M12	12 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M15	15 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M16	16 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
0024M25	25 Merton Walk, Godmanchester, Huntingdon, PE29 2DH	CB13326	Freehold
2920	20 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
2922	22 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
2924	24 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
2926	26 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
2928	28 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
2932	32 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
2939	39 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326	Freehold
2941	41 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB13326, CB167551	Freehold, Freehold
0029M05	5 Mowlands, Godmanchester, Huntingdon, PE29 2EF	CB13326, CB167551	Freehold, Freehold
0029M07	7 Mowlands, Godmanchester, Huntingdon, PE29 2EF	CB13326, CB167551	Freehold, Freehold

3201	1 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3202	2 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3203	3 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3204	4 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3205	5 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3206	6 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3207	7 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3208	8 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3209	9 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3210	10 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3211	11 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3212	12 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3214	14 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3215	15 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3216	16 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3217	17 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3218	18 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3219	19 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold

3220	20 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3221	21 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3222	22 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3223	23 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3224	24 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3225	25 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3226	26 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3227	27 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3228	28 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3229	29 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3230	30 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3231	31 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3232	32 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3233	33 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3234	34 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3235	35 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3236	36 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold
3238	38 McCartney House, Mowlands, Godmanchester, PE29 2NJ	CB13326, CB167551	Freehold, Freehold

13740	40 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
13742	42 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
13744	44 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
13746	46 Bascraft Way, Godmanchester, Huntingdon, PE29 2EG	CB167551	Freehold
101010000 874	1 Bath House Close, Godmanchester, Cambridgeshire, PE29 2RX	CB167551	Freehold
101010000 875	2 Bath House Close, Godmanchester, Cambridgeshire, PE29 2RX	CB167551	Freehold
101010000 877	3 Bath House Close, Godmanchester, Cambridgeshire, PE29 2RX	CB167551	Freehold
101010000 878	4 Bath House Close, Godmanchester, Cambridgeshire, PE29 2RX	CB167551	Freehold
101010000 882	5 Bath House Close, Godmanchester, Cambridgeshire, PE29 2RX	CB167551	Freehold
2426	26 Field Walk, Huntingdon, Cambridgeshire, PE29 2DL	CB13326	Freehold
2433	33 Field Walk, Huntingdon, Cambridgeshire, PE29 2DL	CB13326	Freehold
0024F27	27 Fairey Avenue, Huntingdon, Cambridgeshire, PE29 2DT	CB13326	Freehold
0024R18	18 Rushes Walk, Huntingdon, Cambridgeshire, PE29 2DJ	CB13326	Freehold
0024R23	23 Rushes Walk, Huntingdon, Cambridgeshire, PE29 2DJ	CB13326	Freehold
2716	16 Carnaby Close, Huntingdon, Cambridgeshire, PE29 2EE	CB13326	Freehold
2718	18 Carnaby Close, Huntingdon, Cambridgeshire, PE29 2EE	CB13326	Freehold
2728	28 Carnaby Close, Huntingdon, Cambridgeshire, PE29 2EE	CB13326	Freehold
0027B04	4 Bascraft Way, Huntingdon, Cambridgeshire, PE29 2EG	CB13326	Freehold
0027B08	8 Bascraft Way, Huntingdon, Cambridgeshire, PE29 2EG	CB13326	Freehold
0027B18	18 Bascraft Way, Huntingdon, Cambridgeshire, PE29 2EG	CB13326	Freehold
0027B30	30 Bascraft Way, Huntingdon, Cambridgeshire, PE29 2EG	CB167551	Freehold
0027T45	45 Tudor Road, Huntingdon, Cambridgeshire, PE29 2DW	CB13326	Freehold
100103	3 Queens Place, Chester, Cheshire, CH1 3LN	CH140589	Freehold
100115	15 Queens Place, Chester, Cheshire, CH1 3LN	CH140589	Freehold
1001B02	2 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold
1001B04	4 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold

1001B06	6 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold
1001B10	10 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold
1001B12	12 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold
1001C03	3 Canalside, Chester, CH1 3LH	CH140589	Freehold
3021	5 Queens Place, Chester, Cheshire, CH1 3LN	CH140589	Freehold
100111	11 Queens Place, Chester, Cheshire, CH1 3LN	CH140589	Freehold
1001B08	8 Back Queen Street, Chester, Cheshire, CH1 3LW	CH140589	Freehold
015401	1 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015402	2 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015403	3 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015404	4 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015405	5 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015405A	5A Charles Road, Stamford, Lincs, PE9 1HR	LL226070	Freehold
015405B	5B Charles Road, Stamford, Lincs, PE9 1HR	LL226070	Freehold
015405C	5C Charles Road, Stamford, Lincs, PE9 1HR	LL226070	Freehold
015406	6 William Court, Stamford, Lincs, PE9 1JH	LL226070	Freehold
015102	2 Tribune Close, Chatteris, Cambs, PE16 6UY	CB262465	Freehold
015104	4 Tribune Close, Chatteris, Cambs, PE16 6UY	CB262465	Freehold
015106	6 Tribune Close, Chatteris, Cambs, PE16 6UY	CB262465	Freehold
015108	8 Tribune Close, Chatteris, Cambs, PE16 6UY	CB262465	Freehold
015110	10 Tribune Close, Chatteris, Cambs, PE16 6UY	CB262465	Freehold
015153	53 Cricketers Way, Chatteris, Cambs, PE16 6UR	CB262465	Freehold
015155	55 Cricketers Way, Chatteris, Cambs, PE16 6UR	CB262465	Freehold
015157	57 Cricketers Way, Chatteris, Cambs, PE16 6UR	CB262465	Freehold
015159	59 Cricketers Way, Chatteris, Cambs, PE16 6UR	CB262465	Freehold
015161	61 Cricketers Way, Chatteris, Cambs, PE16 6UR	CB262465	Freehold
017004	4 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold
017005	5 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold
017006	6 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold
017007	7 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold

017008	8 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold
017009	9 Croake Hill, Swinstead, Grantham, NG33 4PE	LL264673	Freehold
0170C02	2 Creeton Road, Swinstead, Grantham, NG33 4PF	LL264673	Freehold
0170C04	4 Creeton Road, Swinstead, Grantham, NG33 4PF	LL264673	Freehold
006914	14 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006915	15 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006916	16 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006917	17 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006918	18 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006919	19 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
006920	20 Stearns Close, Blacon, Chester, CH1 5UP	CH359436	Freehold
0069E01	1 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069E02	2 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069E03	3 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069E04	4 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069E05	5 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069E06	6 Elliot House, Housman Close, Blacon, CH1 5UL	CH359436	Freehold
0069S01	1 Stearns House, Stearns Close, Blacon, CH1 5UP	CH359436	Freehold
0069S02	2 Stearns House, Stearns Close, Blacon, CH1 5UP	CH359436	Freehold
0069S03	3 Stearns House, Stearns Close, Blacon, CH1 5UP	CH359436	Freehold
0069S04	4 Stearns House, Stearns Close, Blacon, CH1 5UP	CH359436	Freehold
0069T01	1 Thomas House, Meynell Place, Blacon, CH1 5UR	CH359436	Freehold
0069T02	2 Thomas House, Meynell Place, Blacon, CH1 5UR	CH359436	Freehold
0069T03	3 Thomas House, Meynell Place, Blacon, CH1 5UR	CH359436	Freehold
0069T04	4 Thomas House, Meynell Place, Blacon, CH1 5UR	CH359436	Freehold
0065101	101 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold



0065103	103 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
0065105	105 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
0065107	107 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
0065109	109 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
0065111	111 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
006591	91 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
006593	93 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
006595	95 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
006597	97 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
006599	99 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB415617	Freehold
015916	16 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
015918	18 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
015920	20 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
015922	22 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
015924	24 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
015926	26 Greenwood Way, March Road, Wimblington, PE15 0NY	CB273307	Freehold
014911	11 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold
014913	13 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold
014915	15 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold
014917	17 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold

014919	19 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold
014921	21 Harrow Road, Ellesmere Port, Cheshire, CH65 5AZ	CH487722, CH504486	Freehold, Freehold
020901	1 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020903	3 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020904	4 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020905	5 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020906	6 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020907	7 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
020909	9 Holland Close, Whittlesey, Peterborough, PE7 1WE	CB354499	Freehold
002145	45 Flaxen Walk, Huntingdon, Cambridgeshire, PE28 2TR	CB432041	Freehold
002147	47 Flaxen Walk, Huntingdon, Cambridgeshire, PE28 2TR	CB432041	Freehold
002169	69 Flaxen Walk, Huntingdon, Cambridgeshire, PE28 2TS	CB432041	Freehold
002101	1 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002106	6 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002107	7 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002110	10 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002112	12 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002120	20 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002124	24 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002126	26 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002131	31 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold

002133	33 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002135	35 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002136	36 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002137	37 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002139	39 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002141	41 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002143	43 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002146	46 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002149	49 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002151	51 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002157	57 Flaxen Walk, Warboys, Huntingdon, PE28 2TR	CB432041	Freehold
002159	59 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002163	63 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002165	65 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002167	67 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002171	71 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002173	73 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002175	75 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002177	77 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002179	79 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
002181	81 Flaxen Walk, Warboys, Huntingdon, PE28 2TS	CB432041	Freehold
0021H45	45 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold

0021H51	51 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
0021H55	55 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
0021H57	57 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
0021H67	67 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
0021H77	77 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
0021H83	83 Humberdale Way, Warboys, Huntingdon, PE28 2TP	CB432041	Freehold
022906	6 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022901	1 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022902	2 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022903	3 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022904	4 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022905	5 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022907	7 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022908	8 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022909	9 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
022910	10 Johnson Court, Sysonby Street, Melton Mowbray, LE13 0GJ	LT415475	Freehold
018036	36 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold
018038	38 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold
018040	40 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold
018043	43 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold
018045	45 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold
018047	47 Kenzie Drive, Sutton Bridge, Spalding, PE12 9SW	LL262116	Freehold

103730A	Flat A, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
103730B	Flat B, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
103730C	Flat C, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
103730D	Flat D, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
103730E	Flat E, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
103730F	Flat F, 30 Lorne Street, Chester, CH1 4AE	CH491189	Leasehold
018204	4 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018205	5 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018206	6 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018207	7 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018208	8 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018209	9 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018210	10 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018211	11 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018212	12 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
018214	14 Newton Court, Colsterworth, Lincs, NG33 5NL	LL263347	Freehold
020311	11 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020315	15 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020317	17 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020319	19 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020321	21 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020323	23 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020325	25 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020327	27 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020329	29 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020331	31 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020333	33 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020335	35 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020337	37 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold

020339	39 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020341	41 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020343	43 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020345	45 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020347	47 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020349	49 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
020351	51 Shaw Road, Grantham, Lincs, NG31 7XN	LL310068	Freehold
0149S02	2 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S04	4 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S06	6 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S08	8 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S10	10 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S12	12 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S14	14 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S16	16 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
0149S18A	18A Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AR	CH482256	Freehold
014927	27 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AS	CH482255	Freehold
014929	29 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AS	CH482255	Freehold
014931	31 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AS	CH482255	Freehold
014933	33 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AS	CH482255	Freehold
014935	35 Somerville Crescent, Ellesmere Port, Cheshire, CH65 5AS	CH482255	Freehold
0149J11	11 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold
014901	1 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold
014903	3 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold
014905	5 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold
014907	7 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold

014909	9 Jubilee Green, Ellesmere Port, Cheshire, CH65 5EN	CH482255	Freehold
014910	10 Harrow Road, Ellesmere Port, Cheshire, CH65 5AY	CH482255	Freehold
014912	12 Harrow Road, Ellesmere Port, Cheshire, CH65 5AY	CH482255	Freehold
007210	10 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007212	12 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007214	14 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007216	16 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007218	18 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007219	19 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007220	20 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007221	21 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007223	23 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007225	25 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007227	27 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
007229	29 Springwell Close, Cowling, Keighley, BD22 0AP	NYK130487	Freehold
0203S19	19 Sycamore Court, Grantham, Lincs, NG31 7XW	LL295260	Freehold
0203S21	21 Sycamore Court, Grantham, Lincs, NG31 7XW	LL295260	Freehold
0203S23	23 Sycamore Court, Grantham, Lincs, NG31 7XW	LL295260	Freehold
0203S25	25 Sycamore Court, Grantham, Lincs, NG31 7XW	LL295260	Freehold
011201	1 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	Freehold
011202	2 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	Freehold
011203	3 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	Freehold

011204	4 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	Freehold
011205	5 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	Freehold
011206	6 Willow Views, Tan Yard, St. Neots, PE19 1DF	CB198079	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**

To: M&G Trustee Company Limited  
(in its capacity as Security Trustee);

and

To: [                      ]

## **ACKNOWLEDGEMENT**

We hereby confirm and agree to the terms set out above.

.....

Dated:

Duly authorised signatory for and on behalf of

[                      ]

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:-

SEAL NO: 18/23

30/03/2023

*John Muir*



Authorised Signatory

*[Signature]*

Authorised Signatory

*[Signature]*

**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/fq15-12.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?

<b>Society name</b>	Muir Group Housing Association Limited
<b>Register number</b>	18632R

## 2.2 Who can we contact about this application?

<b>Name</b>	Nana Bentil
<b>Role</b>	<b>Team Administrator</b>
<b>Email address</b>	<b>Nana.Bentil@devonshires.co.uk</b>
<b>Phone number</b>	<b>020 7880 4320</b>

## 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?

<b>Name</b>	Muir Group Housing Association Limited
<b>Name</b>	M&G Trustee Company Limited
<b>Name</b>	
<b>Name</b>	

### 3.3 What date was the charge executed?

3	1	0	3	2	0	2	3
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### 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.

<b>Name</b>	<b>Devonshires Solicitors LLP</b>
My signature below confirms that the information in this form is accurate to the best of my knowledge	
<b>Signature</b>  <i>Devonshires Solicitors LLP</i>	
<b>Position</b>	<b>Solicitor</b>
<b>Date</b>	<b>10/04/2023</b>

## Section 5 – Submitting this form

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