



Registration of a Charge

Company Name: **CIVITAS SPV71 LIMITED**

Company Number: **10888639**



Received for filing in Electronic Format on the: **10/06/2021**

XA6BMYOP

Details of Charge

Date of creation: **04/06/2021**

Charge code: **1088 8639 0002**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

Brief description: **THE LAND CHARGED BY THE CHARGOR INCLUDED 18 MILL ROAD
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SY345138.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006, THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE PART OF THE
CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE
CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO
EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10888639

Charge code: 1088 8639 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2021 and created by CIVITAS SPV71 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2021 .

Given at Companies House, Cardiff on 11th June 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



EXECUTION VERSION

SAAH/JMI/054995.00623/77900517.8

Security Agreement

Dated 4 June 2021

The Companies listed in Schedule 1
(the Chargors)

Lloyds Bank PLC
(the Security Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom

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Security Agreement

Dated 4 June 2021

Between

- (1) The companies listed in Schedule 1 (*Chargors*) (each a **Chargor** and together the **Chargors**); and
- (2) **Lloyds Bank PLC** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

Background

- A The Chargors enter into this Deed in connection with the Facility Agreement (as defined below).
- B It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Agreement for Lease means an agreement to grant a Registered Provider Lease for all or part of any Mortgaged Property and any other Property.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Controlled Accounts means each Account of the Chargors other than the General Accounts.

Existing Security Agreements means:

- (a) the composite security agreement dated 15 November 2017 and made between certain Mortgagors and the Security Agent; and
- (b) the composite security agreement dated 29 May 2018 and made between those Mortgagors not a party to the composite security agreement referred to in paragraph (a) above and the Security Agent,

and **Existing Security Agreement** means either of them.

Facility Agreement means the Facility Agreement originally dated 15 November 2017 between (among others) Civitas Social Housing Finance Company 2 Limited and the Security

Agent, as amended and restated from time to time (including, but not limited to, the amendment and restatement on 29 May 2018 and on or about the date of this Deed).

Insurance means, each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means:

- (a) all shares in any member of the Group (other than itself) owned by the Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf.

Land has the same meaning as it has in section 205(1) of the Act.

Lease Document means:

- (a) an Agreement for Lease;
- (b) Registered Provider Lease; or
- (c) any other document designated as such by the Agent and the Chargors.

Mortgaged Property means any freehold or leasehold property included in the definition of Security Asset.

Party means a party to this Deed.

Propco means any Chargor that owns a Property.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

Registered Provider means a 'Registered Provider' as defined in section 80 of the Housing and Regeneration Act 2008.

Registered Provider Lease means a lease between a Propco and a Registered Provider.

Relevant Contract means:

- (a) an agreement relating to the purchase of a Property by a Chargor other than a personal contract which as at the date of this Deed contains a prohibition on assignment; or
- (b) any other document designated as such by the Security Agent and the Chargors.

Rental Income means the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Mortgaged Property and any other Property, as more particularly defined in the Facility Agreement.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

Security means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Transaction Obligor pursuant to the Finance Documents.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have the same meanings in this Deed unless expressly defined in this Deed.

1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

1.2.3 Unless a contrary indication appears, a reference in this Deed to:

- (a) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (b) any **rights** in respect of an asset includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and

(iii) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;

(c) any **share, stock, debenture, bond or other security or investment** includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

(d) the term **this Security** means any Security created by this Deed.

1.2.4 Each of the mortgages, fixed charges and assignments contained in Clauses 2.2 (*Land*) to 2.9 (*Miscellaneous*) (inclusive) over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.

1.2.5 Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.6 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.7 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.8 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.2.9 The liabilities of the Chargors under this Debenture are joint and several.

1.3 **Third party rights**

1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.

- 1.3.3 Any Receiver, any Secured Party or any person described in Clause 10.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

2 Creation of Security

2.1 General

- 2.1.1 Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

- 2.1.2 All the Security created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of the Chargors;
- (c) is security for the payment and discharge of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.1.3

- (a) If the rights of a Chargor under any document it purports to grant Security over under this Deed cannot be secured by the Utilisation Date without the consent of any party whose consent is required:
 - (i) the Chargor must notify the Security Agent promptly;
 - (ii) this Security will constitute security over all proceeds and other amounts which a Chargor may receive, or has received, under the relevant Document but will exclude the Chargor's other rights under that Document; and
 - (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the required consent or satisfy the relevant condition.
- (b) If the Chargor obtains the required consent or satisfies the relevant condition:
 - (i) the Chargor must notify the Security Agent promptly;
 - (ii) all of the Chargor's rights under that Document will immediately be secured in accordance with Clause 2.8 (*Other contracts*); and
 - (iii) Clause 8 (*Other Contracts*) will apply to that Document.

- 2.1.4 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

Each Chargor charges:

- (a) by way of a legal mortgage all estates or interests in any Land now owned by it; this includes the real property specified in Schedule 2 (*Real Property*); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a fixed charge all estates or interests in any Land now or subsequently owned by it.

2.3 Investments

Each Chargor:

- (a) mortgages all shares in any member of the Group (other than itself) owned by it or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a fixed charge all plant and machinery, owned by that Chargor and its interest in any plant or machinery in its possession, together with the benefit of all related Authorisations, agreements and warranties.

2.5 Credit balances

Each Chargor charges by way of a fixed charge all of its rights in respect of any Controlled Account, any amount standing to the credit of any Controlled Account and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) to (b) above.

2.7 Insurances

- 2.7.1 Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights under each Insurance.
- 2.7.2 To the extent that they have not been effectively assigned under Clause 2.7.1 above, each Chargor charges by way of fixed charge its rights under each Insurance.

2.8 Other contracts

2.8.1 Each Chargor:

- (a) assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights:

- (i) under each Lease Document;
 - (ii) in respect of all Rental Income;
 - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (iv) under each Relevant Contract; and
 - (v) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (b) charges by way of a fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.8.2 To the extent that they have not been effectively assigned under paragraph (a) of Clause 2.8.1 above, each Chargor charges by way of a fixed charge all of its rights listed under paragraph (a) of Clause 2.8.1 above.

2.9 Miscellaneous

Each Chargor charges by way of fixed charge:

- (a) its goodwill;
- (b) its Intellectual Property;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

2.10 Floating charge

2.10.1 Each Chargor charges by way of a floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

2.10.2 Except as provided below, the Security Agent may by notice to the Chargors convert the floating charge created by this Clause 2.10 (*Floating charge*) into a fixed charge as regards any of the Chargors' assets specified in that notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy and that it is necessary to do so to protect or preserve its Security.

2.10.3 The floating charge created by this Clause 2.10 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

2.10.4 The floating charge created by this Clause 2.10 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargors' assets if:

- (a) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator;
- (b) if any material steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of a Chargor over all or any part of its assets, or if such person is appointed;
- (c) if a Chargor creates or attempts to create Security over all or any of the Security Assets;
- (d) on the crystallisation of any other floating charge over the Security Assets; and
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so.

2.10.5 The floating charge created by this Clause 2.10 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.11 Trust

2.11.1 If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the relevant Chargor holds it on trust for the Security Agent.

2.11.2 If the prohibition referred to in Clause 2.11.1 is due to the fact a consent or waiver must be obtained or a condition must be satisfied, then the relevant Chargor must seek the consent or waiver or satisfy the condition in accordance with paragraph (a) of Clause 2.1.3 of this Deed.

2.11.3 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause and, in relation to such Security Asset, the trust referred to in Clause 2.11.1 shall terminate.

3 Restrictions on Dealings

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, a Chargor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, a Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, loan, or otherwise dispose of all or any part of any Security Asset, or enter into an agreement to make any such disposal.

4 Land

4.1 Notices to Registered Providers

Each Chargor (as applicable) must:

(a) serve notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Registered Providers*), on each Registered Provider, such notice to be served:

- (i) within five Business Days of the date of this Deed for all Registered Providers in place on that date; and
- (ii) for any new Registered Providers, promptly upon such Registered Provider entering into a Lease Document,

and deliver to the Security Agent a certified electronic copy of each notice; and

(b) use reasonable endeavours to ensure that each such Registered Provider acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Registered Providers*).

4.2 Acquisitions

If a Chargor acquires any Land in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the reasonably and properly incurred cost of the Chargors, execute and deliver to the Security Agent a legal mortgage over that Land in favour of the Security Agent (acting reasonably) in any form which the Security Agent may require but in any event on no more onerous than any existing Security Document; and
- (c)
 - (i) if the title to that Land is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Registration at Companies House

Each Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

4.4 Land Registry

- 4.4.1 Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Lloyds Bank PLC referred to in the charges register or their conveyancer." (Standard Form P)

- 4.4.2 Each Chargor consents to the registration of a notice against the Register of Title relating to any Mortgaged Property registered at the Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

4.5 Deposit of title deeds

To the extent it has not already done so, each Chargor must immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the **Title Documents**); or
- (b) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5 Investments

5.1 Deposit

Each Chargor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments (except to the extent already deposited with the Security Agent in accordance with any Existing Security Agreement); and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- 5.2.1 Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- 5.2.2 If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of a Chargor. Each Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Investments

- 5.3.1 Each Chargor must promptly send a copy to the Security Agent of, and comply with all reasonable requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of a Chargor.
- 5.3.2 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- 5.3.3 The Security Agent is not obliged to:
- (a) perform any obligation of any Chargor;
 - (b) make any payment;
 - (c) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

5.4 Voting rights

- 5.4.1 Until such time as the Security Agent makes a demand under Clause 5.4.3:
- (a) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (i) by the Chargors; or
 - (ii) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (b) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into its General Account.
- 5.4.2 Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- 5.4.3 After the Security Agent so demands in writing following the occurrence of an Event of Default which is continuing, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the Chargors) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6 Accounts

6.1 General

In this Clause 6 **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

6.2 Book debts and receipts

6.2.1 Each Chargor must get in and realise its:

- (a) Rental Income and any other amounts due from occupiers of any Mortgaged Property; and
- (b) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with Clause 6.2.2 below) on trust for the Security Agent.

6.2.2 Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

Each Chargor must (where the Account Bank is not the Security Agent):

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank which holds a Controlled Account, and deliver to the Security Agent a copy of that notice; and
- (b) use reasonable endeavours to ensure that each Account Bank referred to in paragraph (a) acknowledges the notice served on it under paragraph (a) of this Clause), substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Account Bank*).

7 Insurances

Each Chargor shall:

- (a) promptly after the execution of this Deed or (as the case may be) promptly after the execution of any Insurances entered into after the date of this Deed, give notice to the counterparties to the Insurances of the assignment created under Clause 2.7 (*Insurances*), each such notice to be in the form set out in Part 1 of Schedule 5 (*Forms of Letter for Insurances*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice; and
- (b) use reasonable endeavours to procure that each party served with a notice under paragraph (a) of this Clause countersigns and returns it to the Security Agent as set out in Part 2 of Schedule 5 (*Forms of Letter for Insurances*) as applicable (or in any other form approved by the Security Agent).

8 Other Contracts

Each Chargor must, at the written request of the Security Agent:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.8 (*Other contracts*) (except for any contract specified in paragraph (a) of the definition of Relevant Contract) to the extent that assignment is not prohibited under the relevant contract and deliver to the Security Agent a certified copy of each notice; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Other Contracts*).

9 When Security Becomes Enforceable

9.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

10 Enforcement of Security

10.1 General

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

10.1.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

10.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

10.5.1 At any time after this Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.

10.5.2 The Chargors must pay to the Security Agent, immediately on written demand, the costs and expenses reasonably and properly incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

10.7 Financial collateral

10.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

10.7.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

10.8 Preservation of Security

10.8.1 Reinstatement

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Transaction Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargors and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from the Chargors, as if the payment, discharge, avoidance or reduction had not occurred.

10.8.2 Waiver of defences

Neither the Security created by this Deed nor the obligations of the Chargors under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

10.8.3 **Chargor intent**

Without prejudice to the generality of Clause 10.8.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

10.8.4 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from any Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

10.8.5 **Appropriations**

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 13 (*Application of Proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of the Secured Liabilities.

10.8.6 **Deferral of Chargors' rights**

During the Security Period and unless the Security Agent otherwise directs, each Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (a) to receive or claim payment from, or be indemnified by a Transaction Obligor;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to exercise any right of set-off against any Transaction Obligor; and/or
- (e) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

10.8.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party.

11 Receiver

11.1 Appointment of Receiver

11.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) the relevant Chargor so requests to the Security Agent at any time.

11.1.2 Any appointment under Clause 11.1.1 above may be by deed, under seal or in writing under its hand.

11.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

11.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Security Agent may 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 thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargors

11.4.1 A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor(s) alone are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

11.4.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12 Powers of Receiver

12.1 General

12.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

12.4 Employees

12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

12.4.2 A Receiver may discharge any person appointed by a Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

12.6 Sale of assets

12.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

12.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargors.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

13 Application of Proceeds

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 13:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

14 Expenses and Indemnity

Each Chargor must:

- (a) within five Business Days pay to each Secured Party the amount of all costs and expenses (including legal fees) reasonably and properly incurred by that Secured

Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

15 Delegation

15.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16 Further Assurances

- 16.1** Each Chargor must promptly upon written demand, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security over any Security Asset; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- 16.2** The action that may be required under Clause 16.1 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

17 Power of Attorney

Each Chargor, by way of security, irrevocably appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates jointly and severally to be its attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Chargor under

or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18 Miscellaneous

18.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Tacking

The Security Agent confirms on behalf of the Lenders (without any personal liability) that each Lender will perform its obligations under the Facility Agreement (including any obligation to make any further advances).

18.3 New Accounts

18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.

18.3.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

18.5 Notice to Chargors

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by a Chargor to any Transaction Obligor and contained in any other Security Document.

19 Release

At the end of the Security Period, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, the Finance Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.

20 Costs and expenses

20.1 Transaction expenses

Each Chargor shall within five Business Days pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably and properly incurred by it in connection with the negotiation, preparation, printing and execution of this Deed.

20.2 Amendment costs

If a Chargor requests an amendment, waiver, consent or release of or in relation to this Deed, that Chargor shall, within five Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably and properly incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

20.3 Enforcement costs

Each Chargor shall, within five Business Days of demand, pay to the Security Agent or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Receiver or Delegate in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Default.

21 Notices

21.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

21.2 Addresses

21.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Business Days' notice.

21.2.2 The addresses referred to in Clause 21.2.1 are:

(a) The Chargors:

Address: Beaufort House
51 New North Road
Exeter
United Kingdom
EX4 4EP
Attention: The Company Secretary – marked "Urgent"

Email: [REDACTED]

With copy to:

Address: Civitas Investment Management Limited
13 Berkeley Street

London
W1J 8DU
United Kingdom

Attention: Thomas Pridmore / Andrew Dawber / Paul Bridge / Dipesh Devchand
– marked "Urgent"

Email: [REDACTED]

(b) The Security Agent:

Address: Lloyds Bank plc
3rd Floor
10 Gresham Street
London, EC2V 7AE

Attention: Vicky Lawton / Chris Taylor

Email: [REDACTED] /

21.3 Delivery

21.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

21.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Clause 21.2.2 (or any substitute department or officer as the Security Agent shall specify for this purpose).

21.4 English language

21.4.1 Any notice given under or in connection with this Deed must be in English.

21.4.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Security Agent accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22 Calculations and certificates

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Agent or any other Secured Party are *prima facie* evidence of the matters to which they relate.

22.2 Certificates and determinations

Any certification or determination by the Security Agent or any other Finance Party of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

25 Amendments and waivers

Any term of this Deed may be amended or waived only with the written consent of the Chargors and the Security Agent.

26 Counterparts

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

27 Governing law and enforcement

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

27.1 Jurisdiction

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

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

27.1.3 Notwithstanding Clause 27.1.1, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1 – Chargors

	Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)
1	Civitas Social Housing Finance Company 2 Limited	England and Wales	10997698
2	Civitas SPV3 Limited	England and Wales	10156529
3	Civitas SPV4 Limited	England and Wales	10433744
4	Civitas SPV5 Limited	England and Wales	10479104
5	Civitas SPV6 Limited	England and Wales	10674493
6	Civitas SPV9 Limited	England and Wales	10536388
7	Civitas SPV10 Limited	England and Wales	10535243
8	Civitas SPV12 Limited	England and Wales	10546753
9	Civitas SPV17 Limited	England and Wales	10479036
10	Civitas SPV18 Limited	England and Wales	10546651
11	Civitas SPV19 Limited	England and Wales	10548932
12	Civitas SPV20 Limited	England and Wales	10588735
13	Civitas SPV22 Limited	England and Wales	10743958
14	Civitas SPV24 Limited	England and Wales	10751512
15	Civitas SPV26 Limited	England and Wales	10864336
16	Civitas SPV29 Limited	England and Wales	10911565
17	Civitas SPV30 Limited	England and Wales	10956025
18	Civitas SPV31 Limited	England and Wales	10974889
19	Civitas SPV32 Limited	England and Wales	11007173
20	Civitas SPV34 Limited	England and Wales	10738381
21	Civitas SPV36 Limited	England and Wales	10588792
22	Civitas SPV42 Limited	England and Wales	10738556
23	Civitas SPV43 Limited	England and Wales	10534877

	Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)
24	Civitas SPV45 Limited	England and Wales	10871854
25	Civitas SPV46 Limited	England and Wales	10871910
26	Civitas SPV47 Limited	England and Wales	10873270
27	Civitas SPV48 Limited	England and Wales	10873295
28	Civitas SPV51 Limited	England and Wales	10826693
29	Civitas SPV52 Limited	England and Wales	10827006
30	Civitas SPV63 Limited	England and Wales	10937805
31	Civitas SPV64 Limited	England and Wales	10938411
32	Civitas SPV70 Limited	England and Wales	10770201
33	Civitas SPV71 Limited	England and Wales	10888639
34	Civitas SPV72 Limited	England and Wales	10938022
35	Civitas SPV74 Limited	England and Wales	11001855
36	Civitas SPV75 Limited	England and Wales	11001834
37	Civitas SPV80 Limited	England and Wales	11001998

Schedule 2 – Real Property

	Property	Town	Postcode	Land registry title number(s)	Chargor
1.	38 Beach Road	Weston-Super-Mare	BS23 1BQ	ST169724	Civitas SPV3 Limited
2.	43 Beach Road			AV211787	
3.	45 Beach Road			ST279328	
4.	103 Denmark Road	Gloucester	GL1 3JW	GR98355	Civitas SPV4 Limited
5.	107 Denmark Road			GR21398	
6.	117 Oxford Road	Gloucester	GL1 3ED	GR52338	Civitas SPV4 Limited
7.	119 Oxford Road			GR75144	
8.	31-33 Urmson Road	Liverpool	CH45 7LE	MS625037	Civitas SPV5 Limited
9.	Kirklington Road, Bilsthorpe	Newark	NG22 8TT	NT248704 NT281108	Civitas SPV6 Limited
10.	Snape Wood Road, Bulwell	Newark	NG6 7GH	NT129535 NT239786 NT239787 NT293856	Civitas SPV6 Limited
11.	34, 34A, 35 Stapenhill Road	Burton-On-Trent	DE15 9AE	SF292496; SF511468	Civitas SPV6 Limited
12.	16 High Pastures	Keighley	BD22 6JY	WYK706633	Civitas SPV9 Limited
13.	8 Abelia Mount, 6 Abelia Mount	Bradford	BD7 2TG	WYK191119 WYK191118	Civitas SPV10 Limited
14.	14 Brickwall Lane	Ruislip	HA4 8JX	MX44033	Civitas SPV12 Limited
15.	90 Hersham Road	Walton on Thames	KT12 5NU	SY687460	Civitas SPV17 Limited
16.	Marlborough House, 78-80 Coolinge Road, Folkstone	Kent	CT20 1EP	K512587 K764172	Civitas SPV18 Limited

17.	Church House and Rectory House, Rectory Lane	Harrietsham	ME17 1HS	TT63614	Civitas SPV18 Limited
18.	Hutchings House, 32 Hillingdon Road	Uxbridge	UB10 0AD	AGL409518	Civitas SPV19 Limited
19.	Brooklands, Bulley Lane, Churcham	Gloucester	GL2 8AS	GR109268	Civitas SPV20 Limited
20.	76 Bathurst Road	Gloucester	GL1 4RP	GR40424 GR328745	Civitas SPV20 Limited
21.	218 Gloucester Road	Cheltenham	GL51 8NR	GR413682	Civitas SPV20 Limited
22.	220 Gloucester Road			GR172765	Civitas SPV20 Limited
23.	Millers Orchard, Bulley, Churcham	Gloucester	GL2 8BJ	GR328577	Civitas SPV20 Limited
24.	Croft Villa, 17 and 19 Blinkhorns, Bridge Lane	Gloucester	GL2 0SL	GR19995	Civitas SPV20 Limited
25.	Fox Elms House, Fox Elms Road	Tuffley	GL4 0BH	GR281926	Civitas SPV20 Limited
26.	Jacqueline Close	Northolt	UB5 5QD	MX465250	Civitas SPV22 Limited
27.	44 Greenway	Sutton Coldfield	B73 6SF	MM81443	Civitas SPV22 Limited
28.	Warren Close	Humberstone	LE5 1BB	LT7221	Civitas SPV22 Limited
29.	14 Bullingdon Avenue	Berinsfield	OX10 7PL	ON281213	Civitas SPV22 Limited
30.	12 Strawberry Hill	Berrydale	NN3 5EQ	NN67652	Civitas SPV22 Limited
31.	40K Kingsfield Road (Plot 6)	Barwell	LE9 8GR	LT484384	Civitas SPV22 Limited
32.	40L Kingsfield Road (Plot 7)			LT484386	Civitas SPV22 Limited
33.	50 Louise Road	Dorchester	DT1 2LT	DT425179	Civitas SPV22 Limited
34.	12 Vaughan Rise	Exeter	EX1 3UD	DN675887 DN272978	Civitas SPV22 Limited
35.	21 St Declan Close	Nuneaton	CV10 8LP	WK475249	Civitas SPV22 Limited

36.	32 Thompson Street	Chesterfield	S41 9AR	DY47636	Civitas SPV22 Limited
37.	7 Pyecroft	Dogsthorpe	PE1 4EP	CB344410	Civitas SPV22 Limited
38.	7 & 7A Belle Vue Road, Southbourne	Bournemouth	BH6 3DA	DT151096	Civitas SPV22 Limited
39.	Earlmont, Cowley Road	Oxford	OX4 2AG	ON11698 ON37135	Civitas SPV22 Limited
40.	Holman House, 15 St Andrews Road	Bedford	MK40 2LL	BD105352	Civitas SPV22 Limited
41.	227-229 London Road, North End	Portsmouth	PO2 9AL	HP543012	Civitas SPV22 Limited
42.	18 Park Road North	Middlesbrough	TS1 3LF	CE29511	Civitas SPV24 Limited
43.	55 Hartington Road	Stockton	TS18 1HD	CE118920	Civitas SPV24 Limited
44.	57 Hartington Road			CE84286	Civitas SPV24 Limited
45.	71 Hartington Road			TES34322	Civitas SPV24 Limited
46.	74 Hartington Road		TS18 1HE	CE53078	Civitas SPV24 Limited
47.	20 Park Road North	Middlesbrough	TS1 3LF	CE64304	Civitas SPV24 Limited
48.	28 Park Road North			CE50559	Civitas SPV24 Limited
49.	1 Charles Street	Redcar & Cleveland	TS10 3HP	TES9938	Civitas SPV24 Limited
50.	4 Dennison Terrace	Durham	DH17 0AL	DU282959	Civitas SPV24 Limited
51.	71 Leeholme Road	Durham	DL14 8HL	DU57006	Civitas SPV24 Limited
52.	131 Ingram Road	Middlesbrough	TS3 7BX	CE60800	Civitas SPV24 Limited
53.	36 Thorntree Ave	Middlesbrough	TS3 9BL	CE56480	Civitas SPV24 Limited
54.	9 Lovaine	Middlesbrough	TS1 4EP	TES22136	Civitas SPV24 Limited
55.	233 Union Street	Middlesbrough	TS1 4EF	CE76641	Civitas SPV24 Limited
56.	28 Monmouth Road	Redcar & Cleveland	TS6 9SB	CE79677	Civitas SPV24 Limited
57.	1 Dovedale Avenue	Redcar & Cleveland	TS6 7QJ	TES27779	Civitas SPV24 Limited
58.	121 Harford Street	Middlesbrough	TS1 4PN	TES12654	Civitas SPV24 Limited

59.	130 Coatham Road	Redcar & Cleveland	TS10 1RZ	CE110827	Civitas SPV24 Limited
60.	21 Eversley Walk	Middlesbrough	TS3 7ES	CE175034	Civitas SPV24 Limited
61.	26 Outram Street	Middlesbrough	TS1 4EL	CE39851	Civitas SPV24 Limited
62.	78 Outram Street			CE87776	Civitas SPV24 Limited
63.	68 Glebe Road	Middlesbrough	TS1 4EN	CE10170	Civitas SPV24 Limited
64.	5 Uppingham Street	Hartlepool	TS25 5RS	DU14661	Civitas SPV24 Limited
65.	42 Cameron Road	Hartlepool	TS24 8DL	CE183484	Civitas SPV24 Limited
66.	9 Sydenham Road	Hartlepool	TS25 1QA	DU33883	Civitas SPV24 Limited
67.	6 Cameron Road	Hartlepool	TS24 8DL	CE80405	Civitas SPV24 Limited
68.	28 Somerset Street	Middlesbrough	TS1 2EE	CE7765	Civitas SPV24 Limited
69.	2 Selbourne Street	Middlesbrough	TS1 4ER	CE80963	Civitas SPV24 Limited
70.	17 Cornwall Street	Hartlepool	TS25 5RF	CE172331	Civitas SPV24 Limited
71.	9 Enfield Street	Middlesbrough	TS1 4EH	TES14091	Civitas SPV24 Limited
72.	21 Elgin Road	Hartlepool	TS25 4DX	CE58904	Civitas SPV24 Limited
73.	69 The Greenway	Middlesbrough	TS3 9NQ	TES29559	Civitas SPV24 Limited
74.	131-133 Borough Road	Middlesbrough	TS1 3AN	CE69648 CE51647	Civitas SPV24 Limited
75.	59 Hartington Road	Stockton	TS18 1HD	CE35208	Civitas SPV24 Limited
76.	75 Hartington Road			CE123571	Civitas SPV24 Limited
77.	86-88 Hartington Road		TS18 1HE	CE89162	Civitas SPV24 Limited
78.	22-26 Park Road North	Middlesbrough	TS1 3LF	TES5135 CE1793 CE52611	Civitas SPV24 Limited
79.	9&10 Varo Terrace	Stockton	TS18 1JY	CE71358	Civitas SPV24 Limited
80.	37 Yarm Road	Stockton	TS18 3NP	TES5612	Civitas SPV24 Limited
81.	Flat 1 190 High Street, Pensnett	Dudley	DY5 4JG	WM788092	Civitas SPV26 Limited

	Flat 2 192 High Street, Pensnett				
	Flat 3 190 High Street, Pensnett				
	Flat 4 192 High Street, Pensnett				
	Flat 5 192 High Street, Pensnett				
	Flat 6 190 High Street, Pensnett				
82.	Flat 38 a High Oak, Pensnett	Dudley	DY5 4LA	WM293249	Civitas SPV26 Limited
	Flat 38 b High Oak, Pensnett				
	Flat 38 c High Oak, Pensnett				
	Flat 38 d High Oak, Pensnett				
83.	178 High Street, Pensnett (Flats 1 and 2)	Dudley	DY5 4JG	WM564442	Civitas SPV26 Limited
84.	21, Hartland Street, Pensnett	Dudley	DY5 4HE	WM916716	Civitas SPV26 Limited
85.	21a, Hartland Street, Pensnett			WM949908	Civitas SPV26 Limited
86.	33 Surrey Drive, Kingswinford	Dudley	DY6 8HR	WM562430	Civitas SPV26 Limited
87.	32 Surrey Drive, Kingswinford			MM68027	Civitas SPV26 Limited
88.	132 Brierley Hill Road, Wordsley	Dudley	DY8 5SP	SF71649	Civitas SPV26 Limited
89.	124 Brierley Hill Road, Wordsley			WM880464	Civitas SPV26 Limited
90.	41 Rangeways Road, Kingswinford	Dudley	DY6 8PN	WM42107	Civitas SPV26 Limited
91.	18 Matchwood Close, Garston	Liverpool	L19 8DA	MS481730	Civitas SPV29 Limited
92.	25 Matchwood Close			MS501405	Civitas SPV29 Limited

93.	6 Furness Close, Ainsdale	Southport	PR8 3UF	MS5595	Civitas SPV29 Limited
94.	16 Bracken Hill	Mirfield	WF14 0EZ	WYK137535	Civitas SPV29 Limited
95.	55-57 Walsall Rd, Darlaston	Walsall	WS10 9JS	WM274161; WM274162	Civitas SPV30 Limited
96.	71 Main Rd Romford	London	RM2 5EH	BGL136809	Civitas SPV31 Limited
97.	Apts 1-12, Beamish Court, Ollerton, Newark, Nottinghamshire	Ollerton, Newark	NG22 9FR	NT534645	Civitas SPV32 Limited
98.	10 Castle Road	Camberley	GU15 3NF	SY132950	Civitas SPV34 Limited
99.	The Farm House, The Gatehouse, and Oak View, Ashmore Green Road	Thatcham	RG18 9ER	BK147807 BK436413	Civitas SPV36 Limited
100.	114 Trent Boulevard	West Bridgford	NG2 5BL	NT27902	Civitas SPV42 Limited
101.	16 Caledonia Road	Retford	DN22 7EQ	NT257217	Civitas SPV42 Limited
102.	76 Costock Avenue	Sherwood	NG5 3AS	NT344107	Civitas SPV42 Limited
103.	82 Gateford Road	Worksop	S80 1TY	NT225364	Civitas SPV42 Limited
104.	50 David Street Kirkby	Ashfield	NG17 7JW	NT96069	Civitas SPV42 Limited
105.	1 Berry Hill Lane	Mansfield	NG18 4BQ	NT257999	Civitas SPV42 Limited
106.	24 Carlton Avenue	Stourbridge	DE24 9EJ	DY421354	Civitas SPV42 Limited
107.	51 David Street, Kirkby in Ashfield	Long Eaton	NG17 7JW	NT127573	Civitas SPV42 Limited
108.	141 Bolton Brow	Sowerby Bridge	HX6 2BD	WYK423786	Civitas SPV43 Limited
109.	12 Roskear, Camborne, Cornwall	Cornwall	TR14 8DJ	CL61829	Civitas SPV45 Limited

110.	14 Roskear, Camborne, Cornwall	Cornwall	TR14 8DJ	CL158238	Civitas SPV46 Limited
111.	1 Tolver Road, Penzance	Cornwall	TR18 2AG	CL223463	Civitas SPV47 Limited
112.	39 Lennox Street, Weymouth	Dorset	DT4 7HD	DT166505	Civitas SPV48 Limited
113.	2 Gleadless Avenue	Sheffield	S12 2QH	SYK373369	Civitas SPV51 Limited
114.	4 Gleadless Avenue			SYK423573	Civitas SPV51 Limited
115.	5 Gleadless Avenue		S12 2QG	SYK340032	Civitas SPV51 Limited
116.	5a Gleadless Avenue		S12 2QH	SYK307892	Civitas SPV51 Limited
117.	6-8 Gleadless Avenue			SYK359210	Civitas SPV51 Limited
118.	298A Hollinsend Road	Sheffield	S12 2NR	SYK503450	Civitas SPV51 Limited
119.	27 Welwyn Road	Sheffield	S12 2JF	SYK262807	Civitas SPV51 Limited
120.	6 Borthwick Road	Bournemouth	BH1 4ER	DT88559	Civitas SPV52 Limited
121.	19 Walpole Road	Bournemouth	BH1 4HB	DT191943	Civitas SPV52 Limited
122.	23 Walpole Road			DT60500	Civitas SPV52 Limited
123.	25 Walpole Road			DT123065	Civitas SPV52 Limited
124.	21 Walpole Road			DT93009	Civitas SPV52 Limited
125.	Beech Manor, 21 Banstead Road South	Sutton	SM2 5LF	SY327105	Civitas SPV63 Limited
126.	PurleyView Nursing Home, 20 Brighton Road, Purley	Croydon	CR8 3AB	SGL423608	Civitas SPV64 Limited
127.	66 and 68 Walter Nash Road East, Kidderminster	West Midlands	DY11 7BY	WR176179; HW30255	Civitas SPV70 Limited
128.	38 Walter Nash Road East, Kidderminster	West Midlands	DY11 7BT	WR176177	Civitas SPV70 Limited
129.	145 Walter Nash Road West, Kidderminster	West Midlands	DY11 7EU	HW83929	Civitas SPV70 Limited
130.	18 Mill Road	Epsom	KT17 4AR	SY345138	Civitas SPV71 Limited

131.	11 Vernon Park Road, Worcester, Worcestershire	Worcester	WR2 4NF	HW24307	Civitas SPV72 Limited
132.	68 Bosvean Gardens and land adjoining, Truro	Cornwall	TR1 3NQ	CL14305 CL330164	Civitas SPV72 Limited
133.	73 Checketts Road, Leicester	Leicestershire	LE4 5ES	LT77311	Civitas SPV74 Limited
134.	71 Checketts Road, Leicester	Leicestershire	LE4 5ES	LT57925	Civitas SPV74 Limited
135.	25 Candlish Terrace	Seaham	SR7 7LG	DU74364	Civitas SPV75 Limited
136.	275 Coggeshall Road	Essex	CM7 9EF	EX582717	Civitas SPV80 Limited
137.	275a Coggeshall Road	Essex	CM7 9EF	EX582717	Civitas SPV80 Limited

Schedule 3 – Forms of Letter for Registered Providers

Part 1 – Notice to Registered Provider

To: [Registered Provider]

Copy: Lloyds Bank PLC (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: The properties listed in the schedule to this notice (the Properties)

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52, imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (as chargors) and Lloyds Bank PLC (the Security Agreement)**

We refer to the leases between us and you which are listed in the notice (the **Leases**).

This letter constitutes notice to you that under the Security Agreement we have assigned (by way of security) to Lloyds Bank PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights under the Leases.

We confirm that:

- (a) we will remain liable under the Leases to perform all the obligations assumed by us under the Leases; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Leases.

We will also remain entitled to exercise all our rights, powers and discretions under the Leases, and you should continue to give notices under the Leases to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Leases to our account with the Security Agent at [**], Account No. [**] Sort Code [**] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at Lloyds Bank PLC, 3rd Floor, 10 Gresham Street, London, EC2V 7AE for the attention of Vicky Lawton and Chris Taylor, with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Insert details of Chargor]

Part 2 – Acknowledgement of Registered Provider

To: **Lloyds Bank PLC** (as Security Agent)

Attention:

[Date]

Dear Sirs,

Re: **The Properties as defined in the Notice**

Security Agreement dated between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (as chargors) and Lloyds Bank PLC (the Security Agreement)

We confirm receipt from [relevant Chargor] (the **Chargor**) of a notice dated [**] (the **Notice**) in relation to the Leases (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Leases (other than certain security over the Leases made in favour of you as Security Agent) or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Leases;
- (c) must pay all rent and all other moneys payable by us under the Leases into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
For
[Registered Provider]

Schedule 4 – Forms of Letter for Account Bank

Part 1– Notice to Account Bank

To: [Account Bank]

Copy: **Lloyds Bank PLC** (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (as chargors) and Lloyds Bank PLC (the Security Agreement)**

1 We refer to the following accounts which we hold with you:

(a)

Chargor	Account name	Sort Code	Account number
[**]	[**]	[**]	[**]

as such accounts may from time to time be re-designated or re-numbered (each a **Controlled Account** and together the **Controlled Accounts**); and

(b)

Chargor	Account name	Sort Code	Account number
[**]	[**]	[**]	[**]

as such accounts may from time to time be re-designated or re-numbered each a **General Account** and together the **General Accounts**),

(together the **Accounts**).

2 This letter constitutes notice to you that under the Security Agreement we have charged (by way of a fixed charge) in favour of Lloyds Bank PLC (as trustee for the Secured Parties as

referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the Controlled Accounts, and any amount standing to the credit of any Controlled Account. We have also charged by way of floating charge in favour of the Security Agent all our rights in respect of the General Account and any amount standing to the credit of the General Account.

- 3 In respect of the Controlled Accounts we irrevocably instruct and authorise you to:
- (a) disclose to the Security Agent any information relating to any Controlled Account requested from you by the Security Agent;
 - (b) comply with the terms of any written notice or instruction relating to any Controlled Account received by you from the Security Agent;
 - (c) hold all sums standing to the credit of any Controlled Account to the order of the Security Agent; and
 - (d) pay or release any sum standing to the credit of any Controlled Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Controlled Account without the prior written consent of the Security Agent.

- 4 In respect of the General Accounts, we are permitted to withdraw any amount from the General Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from a General Account without its consent. If and from the date on which you receive any such notice:
- (a) we will not be permitted to withdraw any amount from the relevant General Account without the prior written consent of the Security Agent;
 - (b) we irrevocably authorise and instruct you to:
 - (i) comply with the terms of any written notice or instruction relating to that General Account received by you from the Security Agent;
 - (ii) hold all sums standing to the credit of that General Account to the order of the Security Agent; and
 - (iii) pay or release any sum standing to the credit of that General Account in accordance with the written instructions of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Lloyds Bank PLC, 3rd Floor, 10 Gresham Street, London, EC2V 7AE for the attention of Vicky Lawton and Chris Taylor with a copy to us.

Yours faithfully,

.....
(*Authorised Signatory*)
[*Relevant Chargor[s]*]

Part 2 – Acknowledgement of Account Bank

To: Lloyds Bank PLC (as Security Agent)

Copy: [relevant Chargor[s]]

[Date]

Dear Sirs,

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (the Chargors) and Lloyds Bank PLC (the Security Agreement)**

We confirm receipt from [relevant Chargor[s]] (the **Chargors**) of a notice dated [**] (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargors to any amount standing to the credit of any of the Chargors' Accounts (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account (other than certain security over the Accounts made in favour of you as Security Agent);
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Controlled Account without your prior written consent; and
- (e) will comply with any notice, we may receive from the Security Agent in respect of the General Accounts.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)

[*Account Bank*]

Schedule 5 – Forms of Letter for Insurers

Part 1 – Notice to Insurer

To: [Insurer]

Copy: Lloyds Bank PLC (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (the Chargors) and Lloyds Bank PLC (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security, to Lloyds Bank PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of *[insert details of contract of insurance]* (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Lloyds Bank PLC, 3rd Floor, 10 Gresham Street, London, EC2V 7AE for the attention of Vicky Lawton and Chris Taylor with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[*Relevant Charge*]

Part 2 – Acknowledgement of Insurer

To: Lloyds Bank PLC (as Security Agent)

Copy: [Relevant Chargor]

[Date]

Dear Sirs,

Security Agreement dated [**] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (the Chargors) and Lloyds Bank PLC (the Security Agreement)

We confirm receipt from [relevant Chargor] (the **Chargor**) of a notice dated [**] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

Schedule 6 – Forms of Letter for Other Contracts

Part 1 – Notice to Counterparty

To: [Contract Counterparty]

Copy: Lloyds Bank PLC (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (the Chargors) and Lloyds Bank PLC (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned (by way of security)]/[charged by way of a fixed charge]¹ to Lloyds Bank PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [*insert details of contract*] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

¹ Delete as applicable.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Lloyds Bank PLC, 3rd Floor, 10 Gresham Street, London, EC2V 7AE for the attention of Vicky Lawton and Chris Taylor with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2 – Acknowledgement of Counterparty

To: Lloyds Bank PLC (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between Civitas Social Housing Finance Company 2 Limited, Civitas SPV3 Limited, Civitas SPV4 Limited, Civitas SPV5 Limited, Civitas SPV6 Limited, Civitas SPV9 Limited, Civitas SPV10 Limited, Civitas SPV12 Limited, Civitas SPV17 Limited, Civitas SPV18 Limited, Civitas SPV19 Limited, Civitas SPV20 Limited, Civitas SPV22 Limited, Civitas SPV24 Limited, Civitas SPV26 Limited, Civitas SPV29 Limited, Civitas SPV30 Limited, Civitas SPV31 Limited, Civitas SPV32 Limited, Civitas SPV34 Limited, Civitas SPV36 Limited, Civitas SPV42 Limited, Civitas SPV43 Limited, Civitas SPV45 Limited, Civitas SPV46 Limited, Civitas SPV47 Limited, Civitas SPV48 Limited, Civitas SPV51 Limited, Civitas SPV52 , imited, Civitas SPV63 Limited, Civitas SPV64 Limited, Civitas SPV70 Limited, Civitas SPV71 Limited, Civitas SPV72 Limited, Civitas SPV74 Limited, Civitas SPV75 Limited and Civitas SPV80 Limited (the Chargors) and Lloyds Bank PLC (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [**] (the **Notice**) of [an assignment]/ [fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the contract*] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)
[Contract counterparty]

² Delete as applicable.

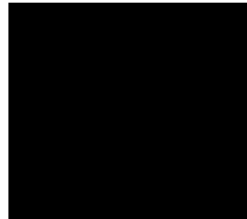
Signatories

Executed as a deed by
**Civitas Social Housing Finance
Company 2 Limited**
acting by

CLAIRE FAHEY

(a director)

in the presence of:



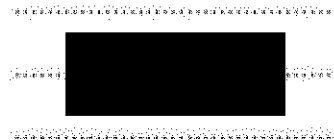
Signature of witness:



Name of witness:

Victoria Fleming

Address:



Executed as a deed by
Civitas SPV3 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



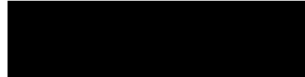
Executed as a deed by
Civitas SPV4 Limited
acting by

CLAIRE FAHEY
(a director)
in the presence of:

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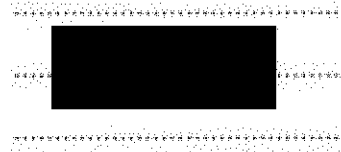
Signature of witness:



Name of witness:

Victoria Fleming

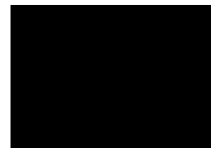
Address



Executed as a deed by
Civitas SPV5 Limited
acting by

CLAIRE FAHEY
(a director)
in the presence of:

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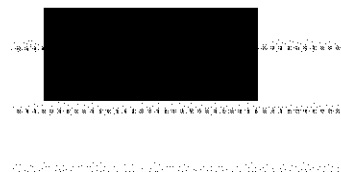
Signature of witness:



Name of witness:

Victoria Fleming

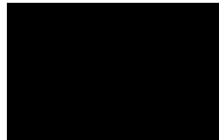
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Executed as a deed by
Civitas SPV6 Limited
acting by

CLAIRE FAHEY
(a director)
in the presence of:

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Signature of witness:

Name of witness:

Address



Victoria Fleming

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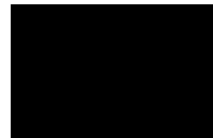
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Executed as a deed by
Civitas SPV9 Limited
acting by

CLAIRE FAHEY
(a director)
in the presence of:

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Signature of witness:

Name of witness:

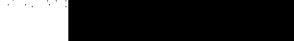
Address



Victoria Fleming

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Executed as a deed by
Civitas SPV10 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:

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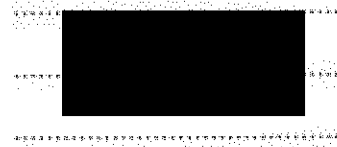
Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV12 Limited
acting by


CLAIRE FAHEY

(a director)

in the presence of:

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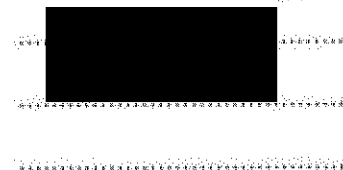
Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV17 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:



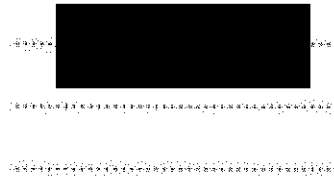
Signature of witness:



Name of witness:

Victoria Fleming

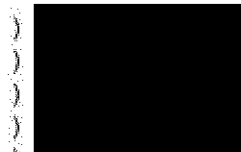
Address



Executed as a deed by
Civitas SPV18 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV19 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:

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Signature of witness:

[Redacted signature]

Name of witness:

.....Victoria Fleming.....

Address

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[Redacted address]
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Executed as a deed by
Civitas SPV20 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:

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Signature of witness:

[Redacted signature]

Name of witness:

.....Victoria Fleming.....

Address

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[Redacted address]
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Executed as a deed by
Civitas SPV22 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV24 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:



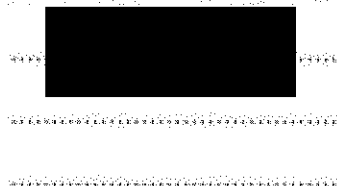
Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV30 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:

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Signature of witness:



Name of witness:

Victoria Fleming

Address

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Executed as a deed by
Civitas SPV31 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:

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Signature of witness:



Name of witness:

Victoria Fleming

Address

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Abstract

© 2006 The Authors

Victoria Fleming

Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video screen. The target is a light source that is controlled by a computer. The subject's hand is positioned on a horizontal surface. The distance between the hand and the target is 10 cm. The target is a light source that is controlled by a computer. The subject's hand is positioned on a horizontal surface. The distance between the hand and the target is 10 cm.

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Victoria Fleming

Figure 1. The proposed system architecture. The system architecture is divided into three main components: the User Interface, the Data Management System, and the Decision Support System. The User Interface interacts with the Data Management System, which in turn interacts with the Decision Support System. The Decision Support System is responsible for processing the data and providing recommendations to the user.

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(a director):
in the presence of:

Victoria Fleming

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(a director)
in the presence of:

Victoria Fleming.

Executed as a deed by
Civitas SPV43 Limited
acting by CLAIRE FAHEY

(a director)
in the presence of:

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Signature of witness:



Name of witness:

Victoria Fleming

Address


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Executed as a deed by
Civitas SPV45 Limited
acting by CLAIRE FAHEY

(a director)
in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address


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Executed as a deed by
Civitas SPV46 Limited
acting by

CLAIRE FAHEY

(a director)

In the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV47 Limited
acting by

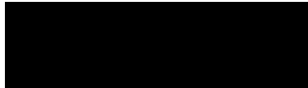
CLAIRE FAHEY

(a director)

in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV48 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:



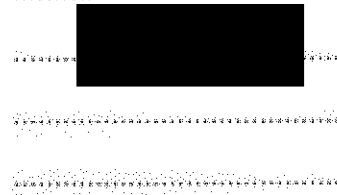
Signature of witness:



Name of witness:

Victoria Fleming

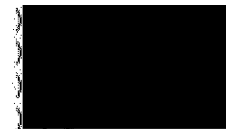
Address



Executed as a deed by
Civitas SPV51 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:



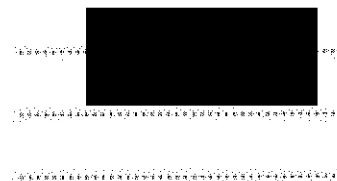
Signature of witness:



Name of witness:

Victoria Fleming

Address



Executed as a deed by
Civitas SPV52 Limited
acting by CLAIRE FAHEY

(a director)
in the presence of:

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Signature of witness:



Name of witness:

Victoria Fleming

Address


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Executed as a deed by
Civitas SPV63 Limited
acting by CLAIRE FAHEY

(a director)
in the presence of:

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Signature of witness:



Name of witness:

Victoria Fleming

Address


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CLAIRE FAHEY

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Victoria Fleming

1. 在下列各题中, 已知 $f(x)$ 是定义在 \mathbb{R} 上的奇函数, 且 $f(1) = 1$, 求 $f(-1)$ 的值.

CLAIRE FAHEY

[illegible]

Victoria Fleming

Victoria Fleming

[illegible]

Executed as a deed by
Civitas SPV71 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:



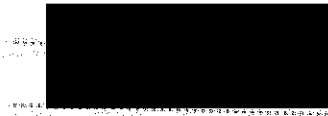
Signature of witness:



Name of witness:

Victoria Fleming

Address

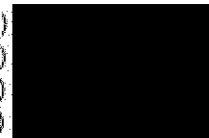


Executed as a deed by
Civitas SPV72 Limited
acting by

CLAIRE FAHEY

(a director)

in the presence of:



Signature of witness:



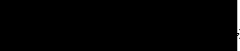
Name of witness:

Victoria Fleming

Address



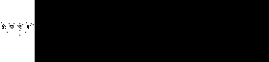
Victoria Fleming



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Victoria Fleming



Executed as a deed by
Civitas SPV80 Limited
acting by

CLAIRE FAHEY

(a director)
in the presence of:



Signature of witness:



Name of witness:

Victoria Fleming

Address



Signed for and on behalf of
Lloyds Bank PLC

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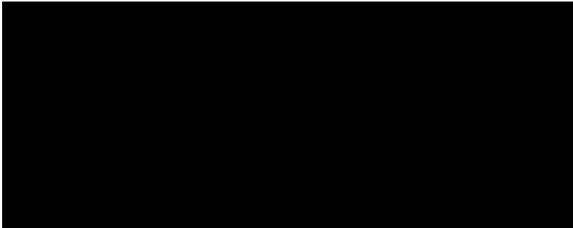
Executed as a deed by)
Civitas SPV80 Limited)
acting by)
_____)
(a director))
in the presence of:)

Signature of witness:

Name of witness:

Address
.....
.....

Signed for and on behalf of)
Lloyds Bank PLC)



Christopher Taylor