



**Registration of a Charge**

Company name: **CIVITAS SPV155 LIMITED**

Company number: **12044281**



X9ZI6NGY

Received for Electronic Filing: **03/03/2021**

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**Details of Charge**

Date of creation: **25/02/2021**

Charge code: **1204 4281 0001**

Persons entitled: **CBRE LOAN SERVICES LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **THE REAL PROPERTY SPECIFIED IN THE INSTRUMENT INCLUDING THE FREEHOLD PROPERTY KNOWN AS 1 OXFORD ROAD, ERDINGTON, B23 6UX WITH TITLE NUMBER WM294872. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I 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 ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12044281

Charge code: 1204 4281 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2021 and created by CIVITAS SPV155 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2021 .

Given at Companies House, Cardiff on 4th March 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

## Security agreement

Dated 25 February 2021

between

**THE COMPANIES NAMED IN SCHEDULE 1**

as Chargors

and

**CBRE LOAN SERVICES LIMITED**

acting as Security Agent

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THIS DEED is dated 25 February 2021 and is made between:

- (1) THE COMPANIES named in Schedule 1 (*The Chargors*) as chargors (the "**Chargors**"); and
- (2) CBRE LOAN SERVICES LIMITED (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

**BACKGROUND:**

- (A) Each Chargor enters 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.

**"Facility Agreement"** means the £84,550,000 facility agreement dated 22 January 2021 between (among others) the Chargors and the Security Agent.

**"Intellectual Property"** means all interests in and to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests whether registered or unregistered;
- (b) the benefit of all applications and rights to use such assets; and
- (c) any related licences and sub-licences of the same.

**"Investments"** means:

- (a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf;
- (b) all interests in any partnership (including a limited partnership or a limited liability partnership) or trust, and any document forming or constituting that partnership or trust, owned by a Chargor or held by any nominee or trustee on its behalf; and
- (c) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

**"Mortgaged Property"** means all freehold or leasehold property included in the definition of Security Asset.

**"Party"** means a party to this Deed.

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

**"Relevant Contract"** means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) an appointment of an Investment Manager;
- (d) an agreement relating to the purchase of a Property by a Chargor;
- (e) the Group Indemnity Deed;
- (f) a Capex Document; or
- (g) the Deferred Consideration Deed of Adherence.

**"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 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 all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

## 1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) and clause 1.5 (*The Agent and the Security Agent*) 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.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) 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;
  - (ii) any **rights** in respect of an asset includes:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
  - (iii) any **share, interest in a partnership or trust, stock, debenture, bond or other security or investment** includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) 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; and
    - (C) any other rights,

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

- (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) 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.
- (f) 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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### 1.3 **Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## 2. **CREATION OF SECURITY**

### 2.1 **General**

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of the Chargors;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### 2.2 **Land**

- (a) Each Chargor charges:



- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (other than any Excluded Asset); this includes the real property (if any) specified in Schedule 2 (*Real Property*); and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it (other than any Excluded Asset).
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 2.3 **Lease Documents**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its rights:
  - (i) under each Lease Document;
  - (ii) in respect of all Rental Income; and
  - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all its rights listed under paragraph (a) above.

### 2.4 **Investments**

Each Chargor charges by way of a first fixed charge its interest in all its Investments.

### 2.5 **Plant and machinery**

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

### 2.6 **Credit balances**

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than the Collection Account and the General Account), any amount standing to the credit of any Account (other than the Collection Account and the General Account) and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the Collection Account and the General Account, any amount standing to the credit of the Collection Account and the General Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

## 2.7 **Book debts etc.**

Each Chargor charges by way of a first fixed charge:

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

in each case to the extent that they are not the subject of a first fixed charge under Clause 2.6 (*Credit balances*).

## 2.8 **Insurances**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

## 2.9 **Intellectual Property**

Each Chargor charges by way of first fixed charge its interest in all its Intellectual Property.

## 2.10 **Other contracts**

- (a) Each Chargor:
  - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
    - (A) under each Relevant Contract; and
    - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
  - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party, which has been given in its favour or of which it has the benefit except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

## 2.11 **Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and

(e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

## 2.12 **Floating charge**

- (a) Each Chargor charges by way of a first 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.
- (b) Except as provided below, the Security Agent may by notice to each Chargor convert the floating charge created by this Clause 2.12 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
- (i) an Event of Default is continuing; or
  - (ii) 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.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.12 (*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 a Chargor's assets if:
- (i) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor;
  - (ii) that Chargor takes any step to create any Security in breach of Clause 3.1 (*Security*) over any Security Asset subject to a floating charge; or
  - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset.
- (f) The floating charge created by this Clause 2.12 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## 3. **RESTRICTIONS ON DEALINGS**

### 3.1 **Security**

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor shall 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, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

## 4. LAND

### 4.1 Notices to tenants

Each Chargor must:

- (a) with respect to each Registered Provider Lease:
  - (i) serve a notice of assignment, substantially in the form of Schedule 3 (*Forms of Letter for Registered Provider/Occupational Tenants*), on each Registered Provider of its Mortgaged Property, such notice to be served:
    - (A) on the date of this Deed for all Registered Providers in place on that date; and
    - (B) for any new Registered Provider, promptly upon such Registered Provider entering into a Lease Document; and
  - (ii) use reasonable endeavours to ensure that each such Registered Provider acknowledges that notice, substantially in the form of the acknowledgment attached to that notice.
- (b) with respect to each Occupational Lease (if applicable):
  - (i) serve a notice of assignment, substantially in the form of Schedule 3 (*Forms of Letter for Registered Provider/Occupational Tenants*), on each tenant of its Mortgaged Property, such notice to be served:
    - (A) on the date of this Deed for all tenants in place on that date; and
    - (B) for any new tenant, promptly upon such tenant entering into a Lease Document; and
  - (ii) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of the acknowledgment attached to that notice.

### 4.2 Acquisitions

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

- (a) notify the Security Agent immediately as soon as practicable;
- (b) on request by the Security Agent and at the cost of the relevant Chargor, promptly execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c)

- (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of that legal mortgage; and
- (ii) if applicable, ensure that that legal mortgage is correctly noted against that title in the title register at the Land Registry.

#### 4.3 **Land Registry**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to its 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 [\_\_\_\_\_] referred to in the charges register or their conveyancer. (Standard Form P)".

#### 4.4 **Deposit of title deeds**

Each Chargor must promptly:

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

### 5. **INVESTMENTS**

#### 5.1 **Deposit**

Each Chargor must promptly:

- (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; 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**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) 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 that Chargor. The relevant Chargor must promptly 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**

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all 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, partnership agreement, trust instrument 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 the relevant Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
  - (i) perform any obligation of the relevant Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the relevant Chargor; or
  - (iv) 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**

- (a) Before this Security becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
    - (A) by the relevant Chargor; or
    - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
  - (ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facility Agreement must be paid into the General Account.
- (b) 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.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) 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**

(a) Each Chargor must get in and realise its:

(i) Rental Income and other amounts due from tenants or any other occupiers of its Mortgaged Property; and

(ii) 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 paragraph (b) below) on trust for the Security Agent.

(b) 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:

(a) promptly serve a notice of charge, substantially in the form of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank which holds an Account in relation to which that Chargor has any rights; and

(b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of the acknowledgment attached to the notice.

## 7. **INSURANCES**

Each Chargor must:

(a) promptly serve a notice of assignment, substantially in the form of Schedule 5 (*Forms of Letter for Insurers*), on each counterparty to an Insurance in which it has an interest; and

(b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of the acknowledgment attached to the notice.

## 8. **OTHER CONTRACTS**

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

(a) (except insofar as a notice of assignment is required to be served under another provision of this Deed) promptly serve a notice of assignment, substantially in the form of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.3 (*Lease Documents*) or Clause 2.10 (*Other contracts*), in each case in relation to which that Chargor has any rights; and

(b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of the acknowledgement attached to the notice.

## 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**

- (a) 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.
- (b) 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.
- (c) 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**

- (a) At any time after this Security has become enforceable, the Security Agent may:
  - (i) redeem any prior Security against any Security Asset; and/or
  - (ii) procure the transfer of that Security to itself; and/or



- (iii) 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 each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses 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**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor 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.
- (b) Where any financial collateral is appropriated:
  - (i) 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
  - (ii) 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.

### 11. **RECEIVER**

#### 11.1 **Appointment of Receiver**

- (a) 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:
  - (i) this Security has become enforceable; or
  - (ii) any Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) 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.
- (d) 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 Part A1 of the

Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

- (e) 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**

- (a) 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 alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any 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**

- (a) 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:
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) 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 any Chargor in any manner he/she thinks fit.

### 12.4 **Employees**

- (a) 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.
- (b) A Receiver may discharge any person appointed by any 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**

- (a) 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.
- (b) 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.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

### 12.7 **Leases**

A Receiver may let, licence or hire out 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 any 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 any 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 or desirable 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 three Business Days' of demand pay to each Secured Party the amount of all costs and expenses (including legal fees) 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**

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
  - (i) creating, perfecting or protecting any security over any Security Asset; or
  - (ii) 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.
- (b) The action that may be required under paragraph (a) above includes:
  - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
  - (ii) 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 or desirable.

## 17. **POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that 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 that Chargor under or pursuant to any Finance Document or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under any Finance Document 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

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

### 18.3 New accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) 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.
- (c) 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 any 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 that Chargor to any Transaction Obligor and contained in any other Security Document.

## 19. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of each Chargor, take whatever action is necessary to release its Security Assets from this Security.

## 20. GOVERNING LAW

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

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

**SCHEDULE 1**  
**THE CHARGORS**

<b>Name of Chargor</b>	<b>Jurisdiction</b>	<b>Registration number (or equivalent, if any)</b>
Civitas Social Housing Finance Company 5 Limited	England and Wales	13083077
Bedford SPV1 Limited	England and Wales	12315518
Bridge Propco Limited	England and Wales	12445439
Bridge Property Herts Limited	England and Wales	12435985
Bryn Eithin (2019) Limited	England and Wales	11844898
Civitas SPV7 Limited	England and Wales	10536368
Civitas SPV13 Limited	England and Wales	09517692
Civitas SPV37 Limited	England and Wales	10738450
Civitas SPV44 Limited	England and Wales	10588783
Civitas SPV49 Limited	England and Wales	11031349
Civitas SPV56 Limited	England and Wales	11056465
Civitas SPV62 Limited	England and Wales	10937528
Civitas SPV65 Limited	England and Wales	10938467
Civitas SPV67 Limited	England and Wales	10937929
Civitas SPV68 Limited	England and Wales	10938269
Civitas SPV98 Limited	England and Wales	11478695
Civitas SPV99 Limited	England and Wales	11478707
Civitas SPV104 Limited	England and Wales	11532174
Civitas SPV108 Limited	England and Wales	11532135
Civitas SPV113 Limited	England and Wales	11580068
Civitas SPV123 Limited	England and Wales	08253452
Civitas SPV133 Limited	England and Wales	11698972
Civitas SPV134 Limited	England and Wales	11689461
Civitas SPV135 Limited	England and Wales	11579880
Civitas SPV136 Limited	England and Wales	11579760
Civitas SPV143 Limited	England and Wales	11546808
Civitas SPV144 Limited	England and Wales	11546696

<b>Name of Chargor</b>	<b>Jurisdiction</b>	<b>Registration number (or equivalent, if any)</b>
Civitas SPV146 Limited	England and Wales	11861500
Civitas SPV147 Limited	England and Wales	11861974
Civitas SPV152 Limited	England and Wales	11955719
Civitas SPV155 Limited	England and Wales	12044281
Civitas SPV156 Limited	England and Wales	12081093
Civitas SPV157 Limited	England and Wales	12188610
Civitas SPV158 Limited	England and Wales	12202674
Civitas SPV160 Limited	England and Wales	12272906
FPI Co 294 Limited	England and Wales	11519226
Mynydd Mawr (2019) Limited	England and Wales	11844917



**SCHEDULE 2**  
**REAL PROPERTY**

<b>Title number</b>	<b>Property Address</b>	<b>Tenure Type</b>	<b>Name of Chargor / registered proprietor</b>
GR31948	1 Althorp Close, Tuffley, Gloucester, GL4 0XP	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
LL50634	1 Brant Road, Lincoln, LN5 8RL	Freehold	Civitas SPV98 Limited
LL339457	3 Brant Road, Lincoln (LN5 8RL)	Freehold	Civitas SPV98 Limited
GR14689	1 Chatsworth Avenue, Tuffley, Gloucester, GL4 0SP	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
CH319160	1 Hanbury Close, Wistaston, Crewe, CW2 6TF	Freehold	Civitas SPV98 Limited
DY114322	1 Highfield Road, Chesterfield, S41 7EY	Freehold	Civitas SPV49 Limited
WM294872	1 Oxford Road, Erdington, B23 6UX	Freehold	Civitas SPV155 Limited
GR325676	1 Podsmead Road, Gloucester, GL1 5PB	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
TGL122804	1 Randall Close, London (SW11 3TG)	Freehold	FPI CO 165 LTD (now known as Civitas SPV65 Ltd)
HD478627	1 to 12 and land at Walnut House, Walnut Grove, Welwyn Garden City	Freehold	Bridge Propco Limited
DY494634	1 to 15 (inclusive) Quarry Bank, West Lea, Clowne, Chesterfield, S43 4QL	Freehold	Snapco 6 Limited (undergoing registration at the Land Registry in Civitas SPV99 Limited)
DN493086	1 to 7 (odd), Melville Terrace Lane, Ford, Plymouth, PL2 3DB	Freehold	Civitas SPV144 Limited
MAN153506	11a Dicconson Terrace and 17 and 19 Upper Dicconson Street, Wigan	Freehold	Civitas SPV98 Limited
GM516968	1: 17 Upper Dicconson Street 2: Land at the rear of 17 Upper Dicconson Street	Leasehold	Civitas SPV98 Limited
HP154718	10 Eynham Close, Southampton, SO19 5JZ	Leasehold	Civitas SPV98 Limited
GM189826	10 Middle Hill, Rochdale, OL12 9UD	Freehold	Civitas SPV108 Limited
DN206860	105 Yelland Road, Fremington, Barnstaple, EX31 3DT	Freehold	Civitas SPV49 Limited
CL332839	10a West Trevingey, Redruth, TR15 3DJ	Freehold	Civitas SPV56 Limited

CL332840	10b West Trevingey, Redruth, TR15 3DJ	Freehold	Civitas SPV56 Limited
HS231003	12 Keddington Road, Scunthorpe, DN17 2QU	Freehold	Snapco 6 Limited (undergoing registration at the Land Registry in name of Civitas SPV99 Limited)
SL49256	12 Magnolia Drive, The Rock, Telford, TF3 5EG	Freehold	Civitas SPV160 Limited
LL92471	12 Meadow Close, North Hykeham, Lincoln, LN6 9RW	Freehold	Civitas SPV98 Limited
WYK373974	123 Huddersfield Road, Halifax, HX3 0AH	Freehold	Civitas SPV98 Limited
WM642131	124 Paynes Lane, Coventry, CV1 5LJ	Freehold	Civitas SPV155 Limited
LA67091	139 Longmeadow Road, Knowsley, Prescot, L34 0HW	Freehold	Civitas SPV98 Limited
SF406474	14 Curzon Rise, Leek, ST13 8NJ	Freehold	Civitas SPV98 Limited
LA700909	14 Gerrards Terrace, Poulton-Le-Fylde, FY6 7NB	Freehold	Civitas SPV98 Limited
WK305550	15 Bramble Close, Nuneaton, CV11 6XA	Freehold	Civitas SPV98 Limited
DN352539	15 Clovelly Road, Bideford, EX39 3BU	Freehold	Global Capital Calton Spv Limited (now known as Civitas SPV135 Limited)
DY151742	15 Springwood Street, Temple Normanton, Chesterfield, S42 5DN	Freehold	Civitas SPV49 Limited
GM306054	16 Adamson Street, Ashton In Makerfield, Wigan, WN4 9PZ	Freehold	Civitas SPV98 Limited
DY154398	16-18 Quarry Bank, West Lea, Clowne, Chesterfield, S43 4QL	Freehold	Snapco 6 Limited (undergoing registration at the Land Registry in Civitas SPV99 Limited)
DT89958	17 Hermitage Road, Parkstone, Poole, BH14 0QG	Freehold	Civitas SPV98 Limited
LN245177	17 Southcroft Road, London, SW17 9TA	Freehold	Civitas SPV49 Limited
NYK417682	18 Roche Avenue, Harrogate, HG1 4ES	Freehold	Civitas SPV98 Limited
HS273928	19 Wisteria Way, Hull, HU8 9WA	Freehold	Civitas SPV98 Limited
DT308028	193 St Andrews Road, Bridport, DT6 3BT	Freehold	FPI CO 102 LTD (now known as Civitas SPV44 Limited)
MX169084	2 Headstone Lane, Harrow, HA2 6HG	Freehold	Civitas SPV49 Limited
SYK377706	2 Lincroft Drive, Parkgate, Rotherham, S62 6BD	Freehold	Civitas SPV98 Limited

MS120363	2 Marsham Close, Wirral, CH49 4QS	Freehold	Civitas SPV98 Limited
LA622624	Greenacres, 4 Millbrook Way, Penwortham, Preston (PR1 0XW)	Freehold	Civitas SPV104 Limited
MX271473	20 Westwood Avenue, Harrow, HA2 8NS	Freehold	Civitas SPV49 Limited
NT108077	21 Ebury Road, Nottingham, NG5 1BB	Freehold	Civitas SPV123 Limited
WA168563	21-23 Heathfield, Swansea, SA1 6EJ	Freehold	Civitas SPV49 Limited
BD30785	22 Clapham Road, Bedford, MK41 7PP	Freehold	Bedford SPV1 Limited
DY95456	225 Max Road, Chaddesden, Derby, DE21 4HF	Freehold	Civitas SPV98 Limited
CH408061	23 Arden Drive, Neston, CH64 0SJ	Freehold	Civitas SPV143 Limited
HP261137	23 Estridge Close, Bursledon, Southampton, SO31 8FN	Freehold	Civitas SPV144 Limited
WYK943835	24 Fernbank Avenue, Oakworth, Keighley, BD22 7LE	Freehold	Civitas SPV98 Limited
CH12618	25 Hardie Avenue, Wirral, CH46 6BJ	Freehold	Civitas SPV98 Limited
WK270037	25 Riversley Road, Nuneaton, CV11 5QT	Freehold	Civitas SPV155 Limited
SF302921	260 Doxey, Stafford, ST16 1EE	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
MS593075	27 Heather Dene, Bromborough, Wirral, CH62 2BG	Freehold	Civitas SPV98 Limited
SGL438627	28 Elmwood Road, Croydon, CR0 2SG	Freehold	FPI CO 167 Ltd (now known as Civitas SPV67 Limited)
CE26069	29 Newcomen Terrace, Redcar, TS10 1DD	Freehold	Civitas SPV98 Limited
YWE10253	29 Sunningdale, Bradford, BD8 0LX	Freehold	Civitas SPV98 Limited
DN54767	3 Blatchcombe Road, Paignton, TQ3 2JY	Freehold	Civitas SPV98 Limited
DT308031	3 Prince Of Wales Road, Dorchester, DT1 1PW	Freehold	FPI CO 102 LTD (now known as Civitas SPV44 Limited)
SF574038	3 Skipton Place, Cannock, WS11 1PT	Freehold	Civitas SPV98 Limited
WK121327	30 Broadway, Coventry, CV5 6NU	Freehold	Civitas SPV98 Limited
WA347656	31 Heathfield, Mount Pleasant, Swansea, SA1 6EJ	Freehold	Civitas SPV49 Limited

LL112709	31 Main Road, Anwick, NG34 9SJ	Freehold	FPI CO 162 Ltd (Now known as Civitas SPV62 Limited)
MX13790	31 Uxendon Crescent, Wembley, Middlesex, HA9 9TW	Freehold	FPI CO 29 Limited (now known as Civitas SPV13 Limited)
LL189420	31a Main Road, Anwick, NG34 9SJ	Freehold	FPI CO 162 Ltd (now known as Civitas SPV62 Limited)
MS296014	32 Stanley Road, New Ferry, Wirral, CH62 5AS	Freehold	Civitas SPV98 Limited
MS35062	327 Hoylake Road, Wirral, CH46 0RN	Freehold	Civitas SPV98 Limited
WA363212	33 Heathfield, Swansea, SA1 6HD	Freehold	Civitas SPV49 Limited
HW84834	33 Redditch Road, Stoke Heath, Bromsgrove, B60 4JW	Freehold	Civitas SPV155 Limited
MS205622	34 Stanley Road, New Ferry, Wirral, CH62 5AS	Freehold	Civitas SPV98 Limited
MS614785	34a Stanley Road, New Ferry, Wirral, CH62 5AS	Freehold	Civitas SPV98 Limited
HD511408	35 and 37 Hill End Lane, St Albans, AL4 0TX	Freehold	Bridge Property Herts Limited
GR15586	37 Bodiam Avenue, Tuffley, Gloucester, GL4 0TJ	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
NGL747807	38 Greenford Road, Harrow, HA1 3QH	Freehold	Civitas SPV49 Limited
LN215029	4 Bournevale Road, London, SW16 2BA	Freehold	Civitas SPV49 Limited
HD147695	4 Byron Avenue, Borehamwood, WD6 2BN	Freehold	Bridge Property Herts Limited
MS33965	41 Redwood Road, Liverpool, L25 2QR	Freehold	Civitas SPV98 Limited
MS603896	41 Union Street, Wallasey, CH44 0BL	Freehold	Civitas SPV98 Limited
MS603898	41a Union Street, Wallasey, CH44 0BL	Freehold	Civitas SPV98 Limited
MS603899	41b Union Street, Wallasey, CH44 0BL	Freehold	Civitas SPV98 Limited
SY50603	42 Brighton Road, South Croydon, CR2 6AA	Freehold	FPI Co 168 Ltd (now known as Civitas SPV68 Limited)
SY215621	45 Highfield Drive, Epsom, KT19 0AU	Freehold	Civitas SPV157 Limited
GR37334	46 Althorp Close, Tuffley, GL4 0XP	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
LN81808	48 Pendle Road, London, SW16 6RU	Freehold	Civitas SPV49 Limited

SF591100	48 Rookery Road, Wombourne, Wolverhampton, WV5 0JH	Freehold	Civitas SPV98 Limited
CH547640	5 Balmoral Gardens, Ellesmere Port, CH65 5DT	Freehold	Civitas SPV98 Limited
DT247241	5 Dick O' Th' Banks Road, Crossways, Dorchester, DT2 8BJ	Freehold	FPI CO 102 LTD (now known as Civitas SPV44 Limited)
WYK787027	5 Sedbergh Park, Ilkley (LS29 8SZ)	Freehold	Civitas SPV98 Limited
GR326962	5 Vicarage Close, The Chase, Cashes Green, Stroud, GL5 4JG	Freehold	FPI CO 88 Limited (now known as Civitas SPV7 Limited)
SL235495	50 Deepdale, Hollinswood, Telford, TF3 2EJ	Freehold	Nanagon Trading and Construction Limited (undergoing registration at Land Registry in name of Civitas SPV160 Limited)
LT25479	506 Narborough Road, Leicester, LE3 2FU	Freehold	Civitas SPV98 Limited
CB86780	549a Oundle Road, Orton Longueville, Peterborough (PE2 7DH)	Freehold	FPI CO 123 LTD (now known as Civitas SPV37 Limited)
TES18451	58 and 60 Norton Road, Stockton-on-Tees, TS18 2BX	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
CE197576	Norton Road, Stockton-on-Tees.	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
MS294222	58a Park Road West, Prenton, CH43 8SF	Freehold	Civitas SPV98 Limited
MS254029	6 Croft Lane, Wirral, CH62 2DB	Freehold	Civitas SPV98 Limited
CH54404	6 Galtres Park, Wirral, CH63 8RA	Freehold	Civitas SPV98 Limited
WYK212486	6 Norman Mount, Bradford, BD2 2NB	Freehold	Civitas SPV98 Limited
WK228679	64 Alderbrook Drive, Nuneaton, CV11 6PL	Freehold	Civitas SPV155 Limited
395841	65 Thornlaw Road, London, SE27 0SH	Freehold	Civitas SPV56 Limited
MS340659	66 Bidston Village Road, Prenton, CH43 7QT	Freehold	Civitas SPV98 Limited
MS590596	66 Carstairs Road, Liverpool, L6 8NW	Freehold	Civitas SPV98 Limited
GM283837	67 Old Hall Drive, Ashton In Makerfield, Wigan, WN4 9NA	Leasehold	Civitas SPV98 Limited
MS465962	68 Chapelhill Road, Wirral, CH46 9QN	Freehold	Civitas SPV98 Limited
HP270548	72 Springford Crescent, Southampton, SO16 5LG	Freehold	Civitas SPV98 Limited

K602876	76 Sutton Road, Maidstone, ME15 9AL	Freehold	Civitas SPV156 Limited
MS340976	77 Lang Lane South, Wirral, CH48 7EG	Freehold	Civitas SPV98 Limited
MAN279454	80-82 Church Street, Eccles, Manchester, M30 0DA	Leasehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
MAN272411	80-82 Church Street, Eccles, Manchester, M30 0DA	Leasehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
BM219485	82 Jonathans, Coffee Hall, Milton Keynes, MK6 5DP	Freehold	Civitas SPV49 Limited
HS181827	87 Church Avenue, Humberston, Grimsby, DN36 4HR	Freehold	Civitas SPV98 Limited
MS123079	88 Saughall Road, Wirral, CH46 5NG	Freehold	Civitas SPV98 Limited
CH173154	9 Cavendish Gardens, Whitby, Ellesmere Port, CH65 7ET	Freehold	Civitas SPV98 Limited
SF322127	9 Old Fallow Avenue, Cannock (WS11 5QN)	Freehold	Civitas SPV98 Limited
CH291523	97 Buttermarket Street, Warrington, WA1 2NL	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
CH318253	97 Buttermarket Street, Warrington (WA1 2NL)	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
CH297708	No property description other than the land edged and numbered 1 and 2 in yellow on the plan. Note it forms part of the Property at 97 Buttermarket Street.	Leasehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
MAN540	Apartments 1 to 12 (inclusive), Enfield House, Brownlow Way, Bolton, BL1 3UX	Leasehold	Civitas SPV98 Limited
AV211240	Woodside, 1a Dalkeith Avenue, Bristol (BS15 1HH)	Freehold	Civitas SPV98 Limited
GR76334	Branksome House, 26 Tuffley Avenue, Gloucester, GL1 5LX	Freehold	Global Capital Branksome SPV Limited (now known as Civitas SPV113 Limited)
MAN268404	Brogen Court, Lostock Lane, Lostock, Bolton, BL6 4BP	Freehold	Civitas SPV98 Limited
WA888831	Bryn Derwen, Ewenny Road, Ewenny, Bridgend, CF35 5AW	Freehold	Civitas SPV49 Limited
CYM378861	Bryneithin, Crown Road, Maesteg, CF34 0LN	Freehold	Bryn Eithin (2019) Limited (shown as Civitas SPV146 Limited)
HD306398	Cornerstone House, Barnet Lane, Elstree, Borehamwood, WD6 3QU	Freehold	Bridge Propco Limited
LL155707	Doulton Lodge Residential Home, Main Road, Anwick, NG34 9SJ	Freehold	FPI CO 162 Ltd (now known as Civitas SPV62 Limited)

EX64967	Flat 1 To Flat 7 (inclusive), 73-75 High Street, Clacton-On-Sea, CO15 6PW	Freehold	FPI CO 294 LTD
DN82348	Highbury, St Lukes Road North, Torquay, TQ2 5PD	Freehold	Civitas SPV98 Limited
DN196966	Highview, Cooks Lane, Axminster, EX13 5SQ	Freehold	Civitas SPV98 Limited
LAN91108	Lakeland House, Bent Lane, Leyland, PR25 4HR	Freehold	Snapco 6 Limited (undergoing registration at Land Registry in name of Civitas SPV99 Limited)
MM59341	Land Adjoining 15 The Crest, Birmingham, B31 3PZ	Freehold	Civitas SPV56 Limited
CYM379012	Land adjoining Bryneithin, Crown Road, Maesteg, CF34 0LN	Freehold	Bryn Eithin (2019) Limited
CYM584241	Land adjoining Mynydd Mawr Hospital, Llannon Road, Upper Tumble, Llanelli, SA14 6BU	Freehold	Mynydd Mawr (2019) Limited (shown in names of Civitas SPV147 Limited)
LA754243	land and buildings on the North side of Lemonius Street	Freehold	Civitas SPV136 Limited
SF190812	land at 9 Old Fallow Avenue, Cannock (WS11 5QN)	Freehold	Civitas SPV98 Limited
11 Minett Road (Plot 6B) - registration pending (top seller requisitions) 23 Minett Road (Plot 1b) – registration pending (top seller requisitions) 9 Minett Road (Plot 36B) – registration pending (top seller requisitions) (these are all Transfers of Part out of Title Number: AV128858)	land at Yate, lying between Broad Lane and Tanhouse Lane	Freehold	Bdw Trading Limited (undergoing registration in the name of Civitas SPV158 Limited- transfer of part to Oaklands SPV 2 Ltd, and transfer of whole from Oaklands SPV 3 Ltd to Civitas SPV158 Limited)
CYM632630	Land at Ysgol Cynlais, Heol Giedd, Ystradgynlais, Swansea, SA9 1LQ	Freehold	Civitas SPV49 Limited
WK60989	Land Lying to the East of Alvechurch Road, West Heath, Birmingham	Freehold	Civitas SPV56 Limited
ESX129562	Land Lying to the West of West Down Road, Bexhill-On-Sea	Freehold	Civitas SPV152 Limited
LL119587	Land on the east side of 31 Main Road, Anwick, NG34 9SJ	Freehold	FPI CO 162 Ltd (now known as Civitas SPV62 Limited)
LA754596	land on the North side of Lemonius Street and the West side of Rough Lee Road, Accrington	Freehold	Civitas SPV136 Limited

LA463463	Land on the north side of Peter Street, Blackpool	Leasehold	Civitas SPV134 Limited
LL190554	land on the north west side of Main Road, Anwick	Freehold	FPI CO 162 Ltd (now known as Civitas SPV62 Limited)
MM57650	Land on the South Side of 11 The Crest, Birmingham, B31 3PZ	Freehold	Civitas SPV56 Limited
MM57645	Land on the South Side of 13 The Crest, Birmingham, B31 3PZ	Freehold	Civitas SPV56 Limited
MAN336156	Land on the south side of Jackson Street, Farnworth, Bolton	Freehold	Civitas SPV133 Limited
ESX337281	Land on the south side of The Lodge, St Francis Chase, Bexhill-On-Sea, TN39 4HZ	Freehold	Civitas SPV152 Limited
WA791307	Mynydd Mawr Hospital, Llannon Road, Upper Tumble, Llanelli, SA14 6BU	Freehold	Mynydd Mawr (2019) Limited
WA249391	North Lodge, Court Colman, Bridgend, CF31 4NG	Freehold	Civitas SPV49 Limited
SL251665	Orchard Villa, Sambrook, Newport (TF10 8AX)	Freehold	Civitas SPV49 Limited
HS378321	Bourne House, Bridge Street, Brigg (DN20 8NQ).	Freehold	Civitas SPV98 Limited
CYM403278	Pen Y Bont Court Nursing Home, Ewenny Road, Ewenny, Bridgend, CF35 5AW	Freehold	Civitas SPV49 Limited
SY246716	Roanu House, 2 Grosvenor Avenue, Carshalton, SM5 3EW	Freehold	Civitas SPV49 Limited
DT308029	Sandhills, Lower Road, Stalbridge, Sturminster Newton, DT10 2NJ	Freehold	FPI CO 102 LTD (now known as Civitas SPV44 Limited)
NYK204843	St Christopher House, George Cayley Drive, York, YO30 4XE	Freehold	Civitas SPV49 Limited
HD477424	The Lodge, 75 Hill End Lane, St. Albans, AL4 0RA	Freehold	Bridge Property Herts Limited
ESX154555	The Lodge, St Francis Chase, Bexhill-On-Sea, TN39 4HZ	Freehold	Civitas SPV152 Limited
WM690328	The Old Vicarage, Church Road, Bradmore, Wolverhampton, WV3 7EN	Freehold	Civitas SPV56 Limited
LL159350	The Old Vicarage, Main Road, Anwick, NG34 9SJ	Freehold	FPI CO 162 Ltd (now known as Civitas SPV62 Limited)
SF384641	The Willows, New Road, Penkridge, Stafford, ST19 5DN	Freehold	Civitas SPV49 Limited
TY112001	7 Lonsdale Road, Sunderland, (SR6 9TB)	Freehold	Civitas SPV160 Limited



### SCHEDULE 3

#### FORMS OF LETTER FOR REGISTERED PROVIDER/OCCUPATIONAL TENANTS

To: [Registered Provider/Occupational tenant (as applicable)]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Address of Properties]

**Security Agreement dated [ ] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

We refer to the lease dated [ ] and made between [ ] and [ ] (the "**Lease**").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; 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 Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease 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 Lease in relation to the attached schedule of properties to our account at [ ], Account No. [ ], Sort Code [ ] (the "**Collection 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 [address] with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
[Chargor]

# **SCHEDULE OF PROPERTIES**

*[insert schedule of properties applicable to the particular notice]*

**ACKNOWLEDGEMENT OF REGISTERED PROVIDER/OCCUPATIONAL TENANT**

To: [Security Agent] (as Security Agent)

Attention: [\_\_\_\_\_]

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [\_\_\_\_\_] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [\_\_\_\_\_] (the "**Notice**") in relation to the Lease (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 Lease 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 Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Collection Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Collection 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/Occupational tenant]

**SCHEDULE 4**  
**FORMS OF LETTER FOR ACCOUNT BANK**

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than (i) our account with [ ] (account number [ ], sort code [ ]) (the "**General Account**") and (ii) our account with [ ] (account number [ ] sort code [ ]) (the "**Collection Account**"), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the General Account and the Collection Account without the prior written consent of the Security Agent.

In respect of the Collection Account and the General Account, we are permitted to withdraw any amount from these 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 these Accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account and/or the Collection Account (as applicable) without the prior written consent 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 [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

# ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

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;
- (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 Account other than the Collection Account and the General Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the Collection Account and the General Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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**

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (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 [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

**ACKNOWLEDGEMENT OF INSURER**

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor]  
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") in relation to [*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

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor]  
and [Security Agent] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely (subject to a proviso for re-assignment on redemption)]/[charged by way of a first fixed charge] to [Security Agent] (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.

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 [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] between, among others, [Chargor] and [Security Agent]  
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") in relation to [*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]

## SIGNATORIES

### Chargors

EXECUTED as a DEED by

**CIVITAS SOCIAL HOUSING FINANCE COMPANY  
5 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **HI THAMMANNA**

Address:



EXECUTED as a DEED by

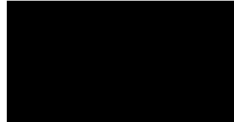
**BEDFORD SPV1 LIMITED**

acting by:

Director



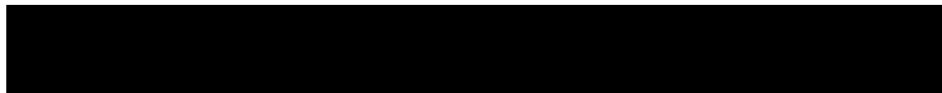
In the presence of:



Witness's signature:

Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by  
**BRIDGE PROPCO LIMITED**

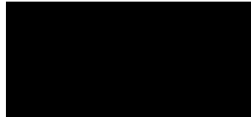
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**BRIDGE PROPERTY HERTS LIMITED**

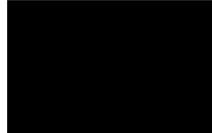
acting by:

Director



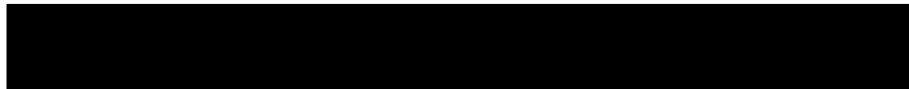
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

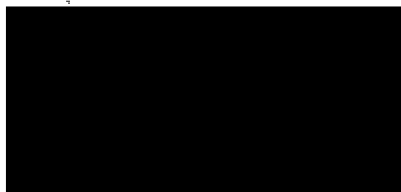
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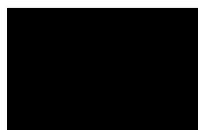
EXECUTED as a DEED by  
**BRYN EITHIN (2019) LIMITED**  
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV7 LIMITED**

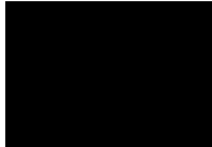
acting by:

Director



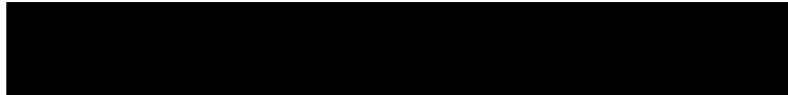
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV13 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV37 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV44 LIMITED**

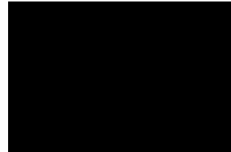
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV49 LIMITED**

acting by:

Director



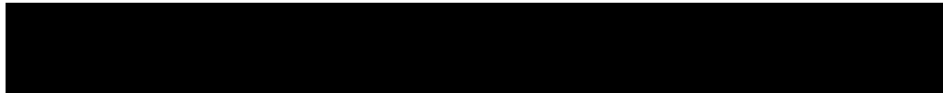
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:

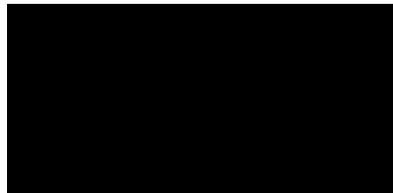


EXECUTED as a DEED by

**CIVITAS SPV56 LIMITED**

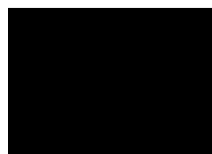
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV62 LIMITED**

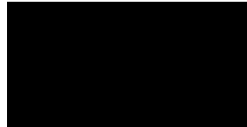
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:





EXECUTED as a DEED by

**CIVITAS SPV65 LIMITED**

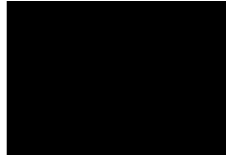
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV67 LIMITED**

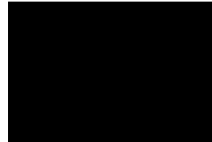
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV68 LIMITED**

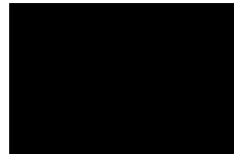
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV98 LIMITED**

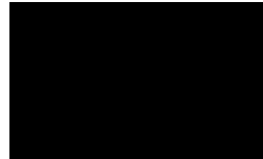
acting by:

Director



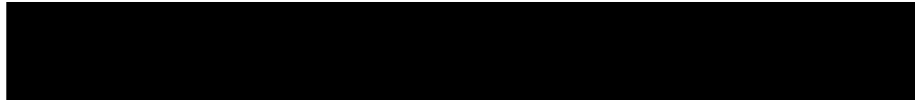
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV99 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



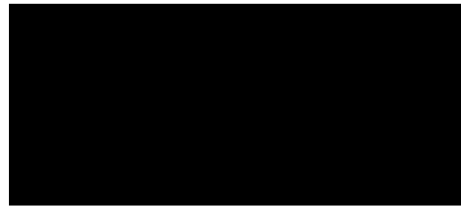
Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by  
**CIVITAS SPV104 LIMITED**  
acting by:

Director



In the presence of:

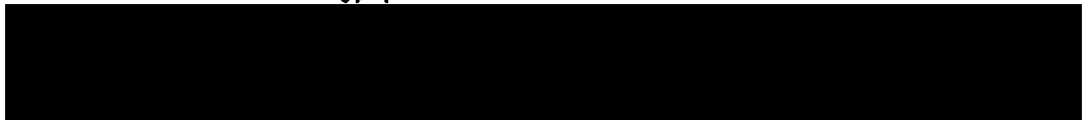
Witness's signature:



Name:

H THAMMANNA

Address:



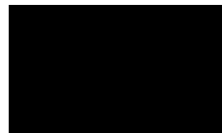
EXECUTED as a DEED by  
**CIVITAS SPV108 LIMITED**  
acting by:

Director



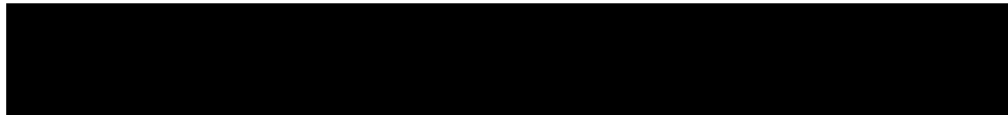
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:

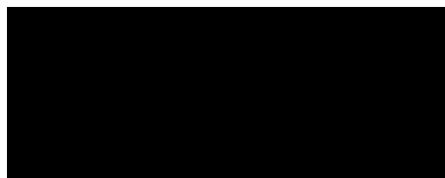


EXECUTED as a DEED by

**CIVITAS SPV113 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

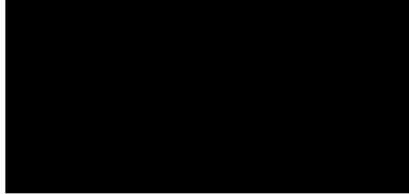
Address:





EXECUTED as a DEED by  
**CIVITAS SPV123 LIMITED**  
acting by:

Director



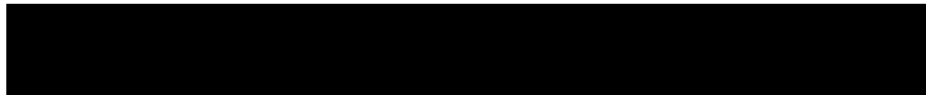
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

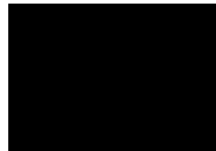
**CIVITAS SPV133 LIMITED**

acting by:

Director



In the presence of:



Witness's signature:

Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by  
**CIVITAS SPV134 LIMITED**

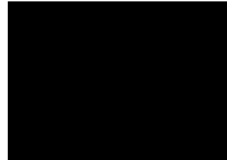
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV135 LIMITED**

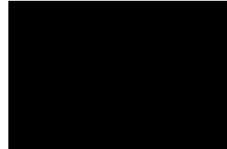
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:

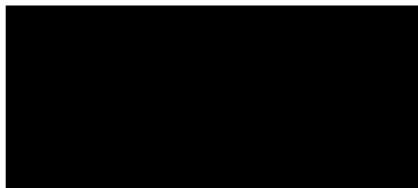


EXECUTED as a DEED by

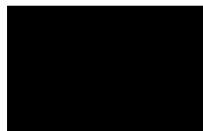
**CIVITAS SPV136 LIMITED**

acting by:

Director



In the presence of:

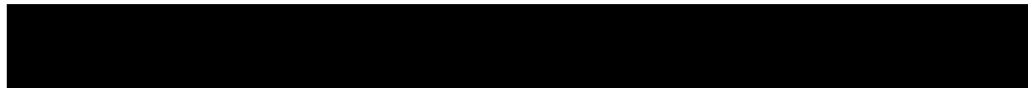


Witness's signature:

Name:

H THAMMANNA

Address:



EXECUTED as a DEED by

**CIVITAS SPV143 LIMITED**

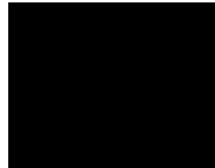
acting by:

Director



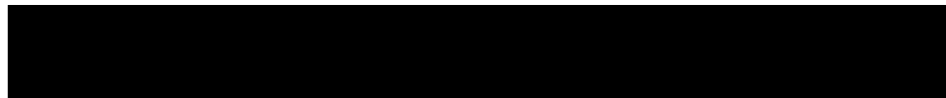
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV144 LIMITED**

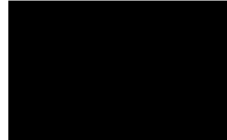
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:

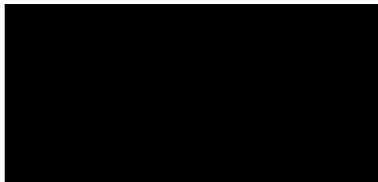


EXECUTED as a DEED by

**CIVITAS SPV146 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:





EXECUTED as a DEED by

**CIVITAS SPV147 LIMITED**

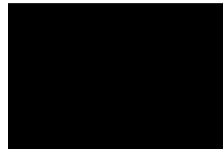
acting by:

Director



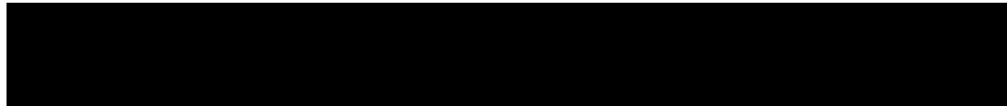
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



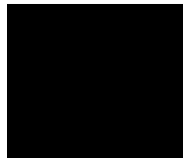
EXECUTED as a DEED by  
**CIVITAS SPV152 LIMITED**  
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**CIVITAS SPV155 LIMITED**

acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANWA**

Address:

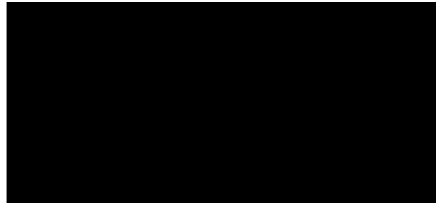


EXECUTED as a DEED by

**CIVITAS SPV156 LIMITED**

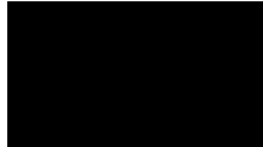
acting by:

Director



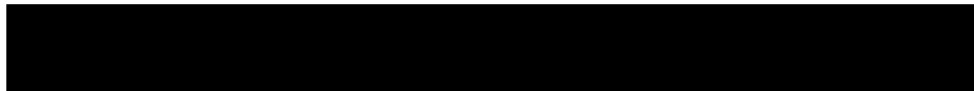
In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:

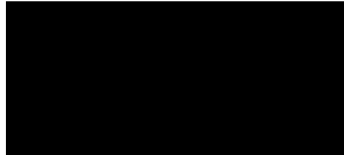


EXECUTED as a DEED by

**CIVITAS SPV157 LIMITED**

acting by:

Director



In the presence of:

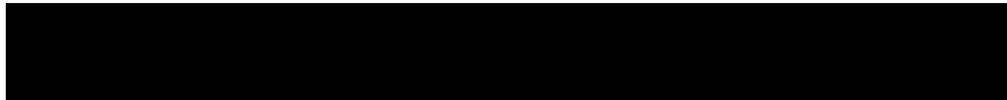


Witness's signature:

Name:

H THAMMANNA

Address:



EXECUTED as a DEED by

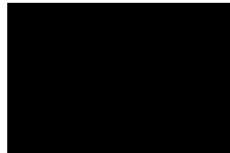
**CIVITAS SPV158 LIMITED**

acting by:

Director



In the presence of:



Witness's signature:

Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

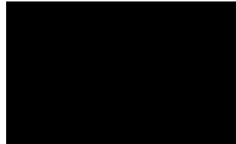
**CIVITAS SPV160 LIMITED**

acting by:

Director



In the presence of:



Witness's signature:

Name: **H THAMMANNA**

Address:



EXECUTED as a DEED by

**FPI CO 294 LIMITED**

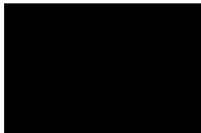
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:





EXECUTED as a DEED by  
**MYNYDD MAWR (2019) LIMITED**

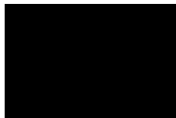
acting by:

Director



In the presence of:

Witness's signature:



Name: **H THAMMANNA**

Address:



**Security Agent**

**CBRE LOAN SERVICES LIMITED**

By:



**MUHAMMAD MUSTAFA ISLAM**  
**AUTHORISED SIGNATORY**

*[Project Victor – Signature Page to Security Agreement]*

A43287180