

**IF YOU HELD A SHARE ACCOUNT WITH THE SOCIETY OR WERE A BORROWER WITH A MORTGAGE AT ALL TIMES SINCE THE 31ST DAY OF MARCH 2000 PARAGRAPHS 1 TO 5 DO NOT APPLY TO YOU.**

1. In consideration of the Society agreeing to open an Account upon my Application on or after the 1st day of April 2000 I AGREE to assign to the Melton Mowbray Building Society Charitable Foundation ("MMBS Charitable Foundation") or such other Charity it may nominate any right to windfall benefits to which I am entitled after the date that my Account is opened UNLESS on the Relevant date either:
  - 1.1 I am a Borrower with a Mortgage with the Society,  
  
or
  - 1.2 a period of five years has elapsed between the date the Account was opened and the Relevant date,  
  
or
  - 1.3 I am otherwise an exempt member.
2. I authorise the Society and any successor to transfer any windfall benefits direct to the MMBS Charitable Foundation (or to any other Charity which it may nominate to receive those benefits) without notice to me.
3. I understand and agree that:
  - 3.1 The Society has agreed to transfer to the MMBS Charitable Foundation (or such other Charity as it may nominate) the benefit of this agreement.
  - 3.2 The Society may by Termination Notice determine that it is no longer in the best interests of the Society to require new shareholding members to enter into an agreement to assign the right to windfall benefits.
  - 3.3 Notwithstanding the publication of a Termination Notice, I will continue to be bound by this agreement.
4. I authorise the Society to give the MMBS Charitable Foundation or any other Charity nominated by it, any information about me or any current or future Account which I may have with the Society PROVIDED THAT such information is reasonably required in respect of this agreement and in particular my rights to receive windfall benefits. I agree to both the Society and the MMBS Charitable Foundation holding and processing such information for such purposes.
5. I understand that the Society will require anyone who opens a Share Account after the 31st day of March 2000 and who is not otherwise an exempt member to enter into an agreement to assign their windfall benefits to which they may become entitled. The Society may, however, amend the terms of such an agreement at its discretion and by publication of a Termination Notice may no longer require new shareholding members to enter into such an agreement.

For the purposes of paragraphs 1-5 above, the following definitions shall apply:

"Account"	is a Share Account which you are applying to open by completing an application form after 31st March 2000.
"the Relevant Date"	is the date of the public announcement by the Society of the proposal to transfer its business to a Successor.
"exempt member"	is a person who is a member of a group of individuals or organisations which at the date the Account opened the Society has at its discretion excluded from the obligation to assign windfall benefits. The Society may alter the lists of exempt members from time to time but not with retrospective effect.
"the Successor"	is any Company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act 1986 or any amendment thereto.
"Termination Notice"	is a notice issued by the Society in the local press that it no longer requires new Members who open an Account with the Society to enter into an Assignment Agreement.
"windfall benefits"	is a right to receive any benefit under the terms of any future transfer of the Society's business to a Successor to which a shareholding member of the Society is entitled but will not include- <ol style="list-style-type: none"><li>a) the right to have Shares in the Society (including any balances on Share Accounts) converted into savings in a Deposit Account with the Successor;</li><li>b) a right conferred under the terms of a transfer which is the subject of a public announcement made more than two years after the Society has issued a Termination Notice.</li></ol>

By opening an account with Melton Building Society you agree that you will be bound by the terms and of this Agreement (and any person who subsequently becomes a joint holder of the account) shall remain bound with any Successor to whom the business of the Society may be transferred or merged with.