



R/IP/RA9

Form AJ

Financial Conduct Authority

25 The North Colonnade
Canary Wharf
London
E14 5HS

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www.fca.org.uk

CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

*Acknowledgement of application for recording
of a charge for the purposes of Part 5 of the said Act*

Name of Society: **Greenwich Leisure Limited**

Register No. **27793 R**

The application dated **23 December 2016** for the recording of a charge on assets of the above-named society which was created or evidenced by an instrument dated **16 December 2016** and made between **Greenwich Leisure Limited** and **Barclays Bank Plc** a certified true copy of which was annexed thereto, was delivered to the Financial Conduct Authority on **5 January 2017**.

Date: **12 January 2017**



If a UK company/LLP executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House or the Land Registry

This Legal Charge

made the

day of 16 December

2016

Between (1) Greenwich Leisure Limited

registered as a charitable community benefit society under the Co-operative and Community Benefit Societies Act 2014 with society number 27793R and whose registered address is Middlegate House, The Royal Arsenal, London SE18 6SX

("the Mortgagor")

and (2) Barclays Bank PLC

("the Bank")

I/We hereby certify that this is a true copy of the original

Anthony Collins (Anthony Collins)

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2EB

Witnesses and it is agreed and declared as follows:-

1. The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. (i) The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor
- (ii) The Mortgagor covenants with the Bank that during the continuance of this security the Mortgagor will not (without the prior written consent of the Bank) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property and hereby requests (if the Mortgaged Property is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in favour of the Bank:

"No Disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Barclays Bank PLC of P.O. Box 299 Birmingham B1 3PF as referred to in the charges register"

- (iii) The Mortgagor undertakes to the Bank in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:-
 - (a) not at any time without the Bank's prior consent in writing to surrender to the landlord of the Mortgaged Property (the "Landlord") (whether formally or informally) any lease under which the Mortgaged Property is held or otherwise in any way voluntarily to give up possession of the Mortgaged Property to the Landlord;
 - (b) to comply forthwith with any notice served on the Mortgagor by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);



- (c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the landlord from lawfully exercising a right peaceably to re-enter the Mortgaged Property;
 - (d) to inform the Bank forthwith (and in any event prior to leaving the Mortgaged Property vacant) of any intention to leave the Mortgaged Property vacant for a period in the case of residential property of 28 days or more and in the case of commercial property for 14 days or more;
 - (e) to comply at all times with the covenants on the Mortgagor's part contained in the lease under which the Mortgaged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Bank following receipt of a request to that effect from the Bank due evidence of the payment to the landlord of all such sums;
 - (f) forthwith on receipt of the same to forward to the Bank copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and
 - (g) to advise the Bank forthwith (and thereafter to keep the Bank fully informed as to the progress) of any dispute or potential dispute between the Mortgagor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.
3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. (a) During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank.
- (b) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the previous consent in writing of the Bank.
- (c) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security
5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.
6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
- (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.
- (c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-
- (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

- (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
- (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;
- (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
- (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
- (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
- (vii) to make any arrangement or compromise which the Bank or he shall think fit;
- (viii) to make and effect all repairs improvements and insurances;
- (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- (e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.
- (f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.
- (g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.
- (h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

7. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.
8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under

the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.
10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.
11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.
12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.
13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.
14. The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.
15. The Mortgagor hereby covenants with the Bank that:-
 - (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;
 - (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.
16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.
17. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
18. If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and

the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly.

19. The Land is held by Greenwich Leisure Limited, an exempt charity.

In Witness whereof the Mortgagor has executed these presents as a deed the day and year first above written.

The common seal of
**GREENWICH LEISURE
LIMITED** was hereunto affixed in
the presence of

Mark Sosnan
MARK SOSNAN, DIRECTOR
Philip Denny
PHILIP DENNY, SECRETARY



The Schedule above referred to

The Leasehold property known as or being Unit 16, Phase 5, The IO Centre, Seymour Street, Woolwich, London, SE18 6ST
comprised in the document(s) particulars of which are set out below:-

Complete if title is not registered at time of Charge	Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties
Complete if title is registered at time of Charge	Title Number(s)		Administrative area
	TGL309345		Greenwich

The address of the Bank for service is:

Lending Operations, P.O. Box No. 299, Birmingham, B1 3PF

For use only in the case of unregistered land

Release

This Release made the _____ day of _____
between BARCLAYS BANK PLC of the one part and the within named Mortgagor
of the other part witnesses that the Bank hereby releases the property comprised
in or charged by the within written deed from the charge thereby created and all
claims and demands thereunder.

In witness whereof _____ of _____
_____ in _____
exercise of the power conferred upon him by a Power of Attorney dated _____
the _____ day of _____
has executed this deed the day and year first above written.

Signed as a Deed by the above named _____

as the Attorney of the above named
BARCLAYS BANK PLC in the presence of: _____

.....

**Receipt pursuant to Section 115 of
the Law of Property Act 1925**

Barclays Bank PLC hereby acknowledges this _____
_____ day of _____
that it has received the balance of the moneys (including interest and costs)
secured by the within written Deed the payment having been made by the within
named Mortgagor

For and on behalf of **BARCLAYS BANK PLC**

(A Manager)



Mutual Societies Application Form

Notification of charges

Full name of society or credit union:

GREENWICH LEISURE LIMITED

Important information you should read before completing this form

Registered societies and credit unions can complete this form if they wish to:

- record a charge;
- register a floating charge (Scottish societies only);
- notify us of a partial or complete satisfaction of a charge; or
- notify us of a release of a charge.

You must not use this form if your society is

- a building society; or
- registered under one of the Friendly Societies Acts (1974 or 1992).

Please note:

- we have an information note that may assist you in completing this application.
- any personal details you give on the form will be placed on the society's file.
- it is important you give accurate and complete information and disclose all relevant information. If you do not, it may take us longer to assess your application.

Please keep a copy of the form and the supporting documents for future reference.

Terms in this form

'FCA', 'PRA', 'us' and 'we' refer to the Financial Conduct Authority or Prudential Regulation Authority.

'You' refers to the person signing the form on behalf of the society or credit union.

'The 2014 Act' is the Co-operative and Community Benefit Societies Act 2014



Mutual Societies Application Form

Notification of charges

Filling in the form

1 If you are using your computer to complete the form:

- use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question; and
- print out the completed form and arrange for it to be signed in sections 1 and 2.

2 If you are filling in the form by hand:

- use black ink;
- write clearly; and
- arrange for it to be signed in sections 1 and 2.

3 If you make a mistake, cross it out and initial the changes, do not use correction fluid.

4 If you:

- leave a question blank;
- do not get the form signed; or
- do not attach the required supporting information

without telling us why, we will have to treat the application as incomplete. This will increase the time taken to assess your application.

5 If there is not enough space on the form, you may need to use separate sheets of paper. Clearly mark each separate sheet of paper with the relevant question number. Any separate sheets should be signed by the signatory to the form.

6 Email a scanned copy of the signed form and supporting documents to

mutual.societies@fca.org.uk

or

send it by post to:

**Mutuals Team
Financial Conduct Authority
25 The North Colonnade
Canary Wharf
LONDON
E14 5HS**

1

Details of charges

Society or credit union details

1.1 Society or credit union details

Register number	27793R
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Details of charges (fixed or floating)

1.2 What are you applying to record or register?

- | | |
|--|-----------------------------|
| <input checked="" type="checkbox"/> Recording a charge | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Registering a floating charge (Scottish societies only) | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Complete satisfaction of a charge | ▶ Continue to question 1.8 |
| <input type="checkbox"/> Partial satisfaction of a charge | ▶ Continue to question 1.11 |
| <input type="checkbox"/> Release of a charge | ▶ Continue to question 1.14 |

Recording/registering a charge (fixed or floating)

1.3 Names of the parties the charge is made between

Name	GREENWICH LEISURE LIMITED
Name	BARCLAYS BANK PLC
Name	
Name	

1.4 Date of Instrument (dd/mm/yyyy)

1	6	/	1	2	/	2	0	1	6
---	---	---	---	---	---	---	---	---	---

1.5 You must confirm that a certified copy of the charge is attached

This must be certified with an original signature

☒ Yes

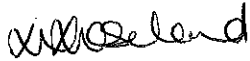
1.6 Are you submitting this charge outside the 21 day time limit?

☒ No☐ Yes ▶ Give the reasons why below

--

Signature**1.7 This must be signed by one of the following:**

- the Secretary of the society or credit union; or
- a Solicitor acting on behalf of the society or credit union; or
- a person interested in the charge on behalf of the society or credit union.

Signature	
Full name and address of signatory	LAURA OSELAND ANTHONY COLLINS SOLICITORS 134 EDMUND STREET BIRMINGHAM B3 2ES
Position or capacity acting	SOLICITOR
Date	23/12/2016

End of form**Complete satisfaction of charge (fixed or floating)****1.8 Date the charge was satisfied (dd/mm/yyyy)**

			/				/				
--	--	--	---	--	--	--	---	--	--	--	--

1.9 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes**1.10 Give details below of the property no longer charged, e.g. address**

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Continue to question 1.17

Partial satisfaction of charge (fixed or floating)**1.11 Date the charge was partially satisfied (dd/mm/yyyy)**

			/				/				
--	--	--	---	--	--	--	---	--	--	--	--

1.12 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes

1.13 The amount by which the charge was partially satisfied

£

If an amount is not applicable you must give details below

Continue to question 1.17

Release of charge (fixed or floating)

1.14 Date when the society or credit union was released from the charge (dd/mm/yyyy)

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/

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/

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1.15 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge

☐ Yes

1.16 Give details below of the property no longer charged, e.g. address

Continue to question 1.17

Signature

1.17 This must be signed by the Secretary of the society or credit union

Signature

Full name

Date _____

dd/mm/yy

Continue to section 2

2 Statutory Declaration

Declaration

2.1 The Secretary and a member of the committee of management (or director) of the society or credit union must sign below in front of a commissioner for oaths (or a notary public or justice of the peace)

We do solemnly and sincerely declare that the particulars entered on this form in relation to the specified charge or floating charge are true to the best of our knowledge, information and belief.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Member of the committee of management (or director) of society or credit union

Name	
Signature	
Date	dd/mm/yy

Secretary of society

Name	
Signature	
Date	dd/mm/yy

Declared before

- ☐ a solicitor;
☐ a commissioner for oaths;
☐ notary public; or
☐ justice of the peace

Name	
Declared at	
Signature	
Date	dd/mm/yy

End of form