

Co-operative and Community Benefit Societies Act 2014

Recording a Charge

Society: Town and Country Housing

Registration number: 30167 R

The attached charge between the above society and:
Prudential Trustee Company Limited

was delivered to the FCA on 23 May 2019.

Instrument date: 10 May 2019

Application Date: 23 May 2019

Date: **24 May 2019**



WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Addleshaw Goddard LLP
DATE 10 May 2019
ADDLESHAW GODDARD LLP

a **ADDLESHAW**
g **GODDARD**

Dated

10 May

2019

TOWN AND COUNTRY HOUSING
as Chargor

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Security Trustee

LEGAL MORTGAGE

(To: The Chief Land Registrar. Note: This Deed contains (in clause 29 (Provisions as to security)) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a restriction in the Proprietorship Register and (in clause 29 (Provisions as to security)) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a notice on the Charges Register.)

This Deed is dated

10 May

2019

Between

- (1) **Town and Country Housing** registered as a charitable community benefit society under the Co-operative and Community Benefit Societies Act 2014 with registered number 30167R and as a Registered Provider with the Social Housing Regulator with registered number L4251 whose registered office is at Monson House, Monson Way, Tunbridge Wells, Kent, TN1 1LQ as chargor (**Chargor**);
- (2) **Prudential Trustee Company Limited** as trustee of the security constituted under this Deed for itself and the Beneficiaries (as defined below) (**Security Trustee**, which expression shall include each person or company and all other persons or companies acting as security trustee under this Deed).

Whereas

- (A) Under the terms of the Security Trust Deed (as defined below), the Chargor may grant security pursuant to this Deed to be held for and specifically designated to certain Beneficiaries.
- (B) It is intended by the parties hereto that this document shall take effect as a deed.

It is agreed

1 Interpretation

1.1 Definitions

In this Deed:

Approved Tenancy Agreement means the form of tenancy agreement from time to time permitted by the Relevant Representative under its Relevant Documents or, if no requirements are specified in such Relevant Documents (or the relevant Mortgaged Property is Undesignated Security), in substantially the form of a standard tenancy agreement of the Chargor which complies with the provisions of the Regulatory Framework or any other guidance issued by the Social Housing Regulator and/or (where applicable) Homes England and/or (where applicable) the Greater London Authority under the Housing and Regeneration Act or, in respect of any tenancy agreement relating to Designated Security which does not so comply, approved by the Relevant Representative (acting reasonably).

Beneficiaries has the meaning given to it in the Security Trust Deed.

Borrower has the meaning given to it in the Security Trust Deed.

Business Day has the meaning given to it in the Security Trust Deed.

Certificate of Title means a certificate of title in a form acceptable to the Security Trustee and (where the relevant Property is to become Designated Security) to the proposed Relevant Beneficiary.

Enforcement Event has the meaning given to it in the Security Trust Deed.

Fixtures means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery, equipment, installations and apparatus from time to time thereon owned by the Chargor.

Greater London Authority means the Greater London Authority as constituted pursuant to Part I of the Greater London Authority Act 1999.

Homes England means the Homes and Communities Agency constituted pursuant to Part 1 of the Housing and Regeneration Act trading as Homes England and any successor for the

time being or any similar future authority carrying on any of the same grant/investment making functions (which for the purposes of this definition does not include the functions of the Social Housing Regulator), and where the context so requires, reference to Homes England shall include reference to the Greater London Authority (as applicable).

Housing and Regeneration Act means the Housing and Regeneration Act 2008 (as amended by the Localism Act 2011).

Insurances means all contracts and policies of insurance readily available in the market at a reasonable premium which would reasonably be expected to be taken out by a Registered Provider of similar size and operating in the same locality and which are from time to time taken out by or with the authority and on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest, in each case in connection with the Mortgaged Property.

Letting Document means any past, present or future lease, tenancy or licence to occupy or any past, present or future agreement for any of the same from time to time granted or entered into by or binding on the Chargor in respect of the Mortgaged Property and any licence, consent or approval given thereunder.

Mortgaged Property means the real property hereby legally mortgaged or charged and any other freehold or, as the case may be, leasehold property charged by way of fixed charge under this Deed.

Notice of Assignment means a notice substantially in the form set out in Schedule 2 (Notice of Assignment).

Obligors has the meaning given to it in the Security Trust Deed.

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Housing and Planning Act 2016 and any Act or Acts for the time being in force amending or re-enacting the same and any orders, regulations or permissions (which are legally binding on the Chargor or its assets) made, issued or granted under or by virtue of such Acts or any of them.

Potential Enforcement Event has the meaning given to it in the Security Trust Deed.

Premises means all buildings and erections for the time being comprised within the definition of Security Assets.

Receiver means any receiver, manager or administrative receiver appointed by the Security Trustee in respect of the Chargor or any of the Security Assets.

Registered Provider has the meaning given to it in the Housing and Regeneration Act.

Regulatory Framework has the meaning given to it in the Security Trust Deed.

Relevant Beneficiary has the meaning given to it in the Security Trust Deed.

Relevant Documents has the meaning given to it in the Security Trust Deed.

Relevant Liabilities has the meaning given to it in the Security Trust Deed.

Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of the court;

- (b) the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally;
- (c) the time barring of claims under the Limitations Acts;
- (d) the possibility that an undertaking to assume liability for, or to indemnify a person against, non-payment of UK stamp duty may be void; and
- (e) defences of set-off or counterclaim.

RPI means the General Index of Retail Prices in the United Kingdom (January 1987 = 100) (for all items) published by the Office for National Statistics (or any other Government department or other body upon which the duties in connection with such index have devolved) or in the event that such index ceases to be published, such other comparable substituted index as specified by the Security Trustee (in accordance with the instructions of the relevant Beneficiaries (acting reasonably)).

Secured Obligations has the meaning given to such term in the Security Trust Deed.

Security Assets means all assets, rights and property of the Chargor mortgaged, charged or assigned by clause 3 (Fixed charges) including, without limitation, the Mortgaged Property.

Security Interest means any mortgage, pledge, lien, charge (including, for the avoidance of doubt, a floating charge), security assignment, hypothecation or other security interest or encumbrance of any kind or any other agreement or arrangement having the effect of conferring security or any other type of preferential arrangement (including, without limitation title transfer and retention of title) having a similar effect.

Security Period means the period beginning on the date hereof and ending on the date upon which the Security Trustee receives confirmation in writing that all the Secured Obligations which have arisen or may arise have been unconditionally and irrevocably paid and discharged in full or the security hereby created has been unconditionally and irrevocably released and discharged.

Security Trust Deed means the security trust deed originally dated 28 May 2008 (as amended and restated on [] 2019 and entered into by, amongst others, the Chargor and the Security Trustee (as the same may be amended, novated, replaced, restated, supplemented or varied from time to time).

Shared Ownership Lease means a shared ownership lease as defined in section 106 of the Housing Associations Act, where the terms of any such lease:

- (a) are imposed by statute;
- (b) comply with the requirements of Homes England, the Greater London Authority, the Regulatory Framework and/or any other guidance issued by the Social Housing Regulator (in each case, where applicable); or
- (c) have been approved by the Relevant Beneficiary (or, in respect of Undesignated Security only, approved by the Security Trustee) including, in particular, any mortgagee protection provisions proposed to be inserted in any such lease.

Shared Ownership Property means any Mortgaged Property occupied or to be occupied pursuant to a Shared Ownership Lease where the Chargor holds, or will hold upon disposal on shared ownership terms by the grant of the Shared Ownership Lease, less than 100% of the beneficial interest in that Mortgaged Property and the purchaser of the balance of that beneficial interest may have the right to acquire a further portion of the Chargor's retained beneficial interest.

Social Housing Regulator means the Regulator of Social Housing established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and any successor or

successors for the time being or in each case any similar future authority carrying on any of the same regulatory/supervisory functions as the regulator of social housing.

Taxes includes all present and future taxes, charges, imposts, duties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed, together with any penalties, additions, fines, surcharges or interest relating thereto, and **Tax** and **Taxation** shall be construed accordingly.

Undesignated Security has the meaning given to it in the Security Trust Deed.

1.2 Construction

(a) In this Deed, unless the contrary intention appears, a reference to:

- (i) **administration** shall be construed as a reference to any type of administration (including but not limited to housing administration) and **administrator** shall be construed accordingly;

assets includes present and future properties, revenues and rights of every description;

an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing and registration;

community benefit society shall be construed as either (A) a pre-commencement society (as defined in the Co-operative and Community Benefit Societies Act 2014) formed for the benefit of the community and registered under the Industrial and Provident Societies Act 1965 prior to 1 August 2014 or, as the case may be, (B) a society registered as a community benefit society under the Co-operative and Community Benefit Societies Act 2014 on or after 1 August 2014;

insolvency laws includes any administration, liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws;

a **month** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month except that, if there is no numerically corresponding day in the month in the next calendar month, that period shall end on the last day in that calendar month; and

a **regulation** includes any regulation, rule, official directive, code of practice, request or guideline (whether or not having the force of law but if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (ii) a clause or a schedule is a reference to a clause of or a schedule to this Deed;

- (iii) a law is a reference to that law as re-enacted, amended or replaced;

- (iv) a Relevant Document or another document is a reference to that Relevant Document or other document as amended, novated, replaced, restated, supplemented or varied from time to time; and

- (v) a Beneficiary shall include a reference to the successors, permitted assigns or transferees (whether immediate or derivative) of such Beneficiary.

- (b) Unless the contrary intention appears or as otherwise defined herein, a term used in the Security Trust Deed or in any notice given under, or in connection with, the Security Trust Deed has the same meaning in this Deed as in the Security Trust Deed or notice.
- (c) The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed.
- (d) The terms of the documents under which the Secured Obligations arise and of any side letters between the parties hereto in relation thereto are incorporated herein to the extent required for any purported disposition of the Mortgaged Property contained herein to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Trustee considers that an amount paid to the Security Trustee or any Beneficiary for application in or towards repayment of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then such amount shall not be considered to have been irrevocably paid for the purposes hereof.
- (f) In acting hereunder, the Security Trustee does so pursuant to its terms of appointment under the Security Trust Deed and is entitled to the protections set out therein.

1.3 Certificates

A certificate of the Security Trustee setting forth the amount of any Secured Obligation due from the Chargor shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

2 Covenant to pay

2.1 Covenant

The Chargor hereby covenants with the Security Trustee for the benefit of itself and the Beneficiaries that it will pay or discharge the Secured Obligations on the due date therefor in the manner provided in the Relevant Documents. Any amount not paid hereunder when due shall bear interest (as well after as before judgment and payable on demand) at a rate equal to 2% per annum over the highest interest rate for the time being payable under any of the Relevant Documents from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full. For the avoidance of doubt, it is acknowledged and agreed by the Parties that the Security Interest created by this Legal Mortgage is intended to secure, inter alia, the Relevant Liabilities of the Borrower (the Chargor's Parent) in accordance with the definition of Secured Obligations.

2.2 Right of appropriation

Upon and after the occurrence of an Enforcement Event for so long as the same is continuing (unremedied or unwaived and is not remedied within any applicable grace period), the Security Trustee shall be entitled to appropriate monies and/or assets to be applied against the Secured Obligations in accordance with clause 11 (Application of proceeds) and any such appropriation shall override any appropriation by the Chargor.

3 Fixed charges

3.1 Fixed charges

The Chargor with full title guarantee, as security for the payment of all Secured Obligations, charges in favour of the Security Trustee for the benefit of itself and the Beneficiaries:

- (a) by way of a first fixed legal mortgage all the property referred to in Schedule 1 together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so

far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants;

(b) by way of first fixed charge:

- (i) all plant and machinery (except for the Fixtures within clause 3.1(a)) now or in the future owned by the Chargor and its interest in any plant and machinery in its possession which form part of or are operated on the Mortgaged Property;
- (ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Security Assets and the use of any of the Security Assets specified in clauses 3.1(a) and 3.1(b)(i) and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (iv) if and in so far as the legal mortgage set forth in clause 3.1(a) or the assignments set out in clause 3.2 shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses.

3.2 Assignments

The Chargor with full title guarantee as security for payment of the Secured Obligations covenants that, on the request of the Security Trustee, it shall following the occurrence of an Enforcement Event which has occurred and is continuing (unremedied or unwaived and is not remedied within any applicable grace period) assign to the Security Trustee for the benefit of itself and the Beneficiaries (to the fullest extent assignable or capable of assignment without first infringing any contracted provision restricting the same) all of its rights, title and interest in and to:

- (a) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time whether present or future in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents, regardless of whether such amounts became due before or after the date of this Deed);
- (b) all agreements now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or hereafter entered into by or given to the Chargor in respect of the Mortgaged Property and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Mortgaged Property;

- (d) all licences held now or in the future in connection with the relevant Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to the relevant Mortgaged Property;
- (e) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property;
- (f) all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the relevant Mortgaged Property; and
- (g) all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to clauses 3.2(a), 3.2(b) or 3.2(c) and the right to make demand for and receive the same.

4 Continuing security, etc

4.1 Notices of assignment

Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived the Chargor shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to clause 3.2 (Assignments) promptly upon the request of the Security Trustee from time to time and in each case shall use all reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment).

4.2 Continuing security

The security constituted by this Deed shall be continuing and will extend to the ultimate balance of all sums payable by the Chargor under the Relevant Documents, regardless of any intermediate payment or discharge in whole or in part.

4.3 Reinstatement

- (a) Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- (b) The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4.4 Immediate recourse

Subject to the provisions of the Security Trust Deed, the Chargor waives any right it may have of first requiring the Security Trustee or any Beneficiary to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by this Deed.

4.5 Additional security

This Deed is in addition to and is not in any way prejudiced by any other security now or hereafter held by the Security Trustee or any Beneficiary.

5 Representations and warranties

5.1 To whom made

The Chargor makes the representations and warranties set out in clause 5.2 to the Security Trustee and each Beneficiary.

5.2 Matters represented

- (a) **The Mortgaged Property:** Save as disclosed in the most recent Certificate of Title relating to the Mortgaged Property addressed to the Security Trustee (and where, in respect of any Designated Security, any such disclosures have been accepted by (or on behalf of) the Relevant Beneficiary):
- (i) the Chargor is the legal and beneficial owner of the Mortgaged Property subject to any Right to Buy or Shared Ownership Property arrangements;
 - (ii) (while the Mortgaged Property has been owned by the Chargor) planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Mortgaged Property and the Planning Acts and all relevant building regulations or previously relevant building bylaws have been complied with in respect of all developments, alterations and improvements to the Mortgaged Property (save where such building regulations or bylaws did not apply to the owner or its predecessors (whether immediate or derivative) at the relevant time) and they have also been complied with in respect of the use of the Mortgaged Property;
 - (iii) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are reasonably likely to materially adversely affect the value of the Mortgaged Property;
 - (iv) (so far as the Chargor is aware, having made all reasonable enquiries) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property;
 - (v) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property;
 - (vi) the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof; and
 - (vii) the Mortgaged Property will from the date hereof be free from any tenancies or licences other than those permitted under the Relevant Documents or in the form of an Approved Tenancy Agreement.
- (b) **Security:** Subject to the Reservations and registration at the Land Registry and the Financial Conduct Authority, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

5.3 Times for making representations and warranties

The representations and warranties set out in this clause 5 are made on the date of this Deed and are deemed to be repeated on the same date the representations and warranties are repeated under each Relevant Document.

6 Undertakings

6.1 Duration and with whom made

The undertakings in this clause 6:

- (a) shall remain in force throughout the Security Period; and
- (b) are given by the Chargor to the Security Trustee and each Beneficiary.

6.2 Maintenance of Property

The Chargor will:

- (a) **Repair:** keep the Premises in good and tenantable repair and condition and adequately and properly painted and decorated (or, as applicable, procure the same) and keep the Fixtures and all plant, machinery, implements and other effects for the time being owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) except where the Premises are subject to a development, construction, refurbishment, major repair or improvement scheme until the same is completed;
- (b) **Insurance:** maintain insurance cover in relation to its activities and assets relating to the Mortgaged Property against such risks and in such amounts as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by the Chargor and promptly, on request from the Security Trustee, provide the Security Trustee with copies of all policies and contracts of insurance which relate to the Mortgaged Property or income deriving therefrom together with evidence that those policies and contracts are in full force and effect and comply with the requirements of the Security Documents;
- (c) **Noting of interest:** procure that a note of the Security Trustee's interest (as loss payee) is endorsed upon all policies of insurance relating to the Mortgaged Property (except where the relevant policy or policies are effected in the joint names of the Chargor and the relevant Beneficiaries (and, as appropriate, any third party) or the relevant policy or policies provide for the automatic noting of a mortgagee's interest and the Chargor has provided evidence of this satisfactory to the Security Trustee) which shall at any time during the subsistence of this security be effected, maintained or held by the Chargor, and use its reasonable endeavours to procure that the relevant policy or policies contain provisions that such policy or policies will not be terminated or otherwise allowed to lapse unless 14 days' prior notice is given to the Security Trustee;
- (d) **Maintenance of Insurances:** not do or knowingly permit anything to be done in or upon or relating to the Mortgaged Property or any part thereof which may make void or voidable any Insurance in connection therewith;
- (e) **Premiums:** promptly pay all premiums and do all other things necessary to keep all of the Insurances in force and, promptly on reasonable demand by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to each Insurance (as requested by the Security Trustee) and of the receipt for the payment of each such premium;
- (f) **Compliance with leases:** pay (if it is the lessee) the rents reserved by and (in any event) perform and observe all the covenants, agreements and stipulations on the part of the Chargor contained in any lease or leases comprised within the Mortgaged

Property and not to do or knowingly suffer to be done any act or thing whereby such lease or leases may become liable to forfeiture or otherwise be determined, provided that if a notice pursuant to section 146 of the Law of Property Act 1925 is served on the Chargor, the Chargor shall promptly inform the Security Trustee;

- (g) **Taxes and outgoings:** (save to the extent that payment of the same is being contested in good faith) pay as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Mortgaged Property or any part thereof (but not in respect of the occupier thereof where the Chargor is not the occupier);
- (h) **User:** use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts and not without the prior written consent of the Security Trustee, make any application for planning permission which could reasonably be expected to have an adverse effect on the value of any Mortgaged Property or implement any planning permission so obtained;
- (i) **Notices:** within 7 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Mortgaged Property or any part thereof where the cost of compliance with that application, requirement, order or notice when aggregated with others outstanding at that time is in excess of £100,000 (as increased by RPI from the date of this Deed), give written notice thereof to the Security Trustee and also (within 7 days after demand) produce the same or a copy thereof to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein;
- (j) **Statutes:** duly and punctually perform and observe all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given thereunder;
- (k) **Development:** not carry out, or permit to be carried out, on any part of the Mortgaged Property except with the previous consent in writing of the Security Trustee any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) other than any development approved or contemplated under the Relevant Document (if any);
- (l) **Leases:**
 - (i) not without the previous consent in writing of the Security Trustee grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property other than an Approved Tenancy Agreement (or on terms which confer no fewer rights on the Chargor as the lessor or licensor and impose no obligations on the Chargor additional to those set out in an Approved Tenancy Agreement) and provided, on request by the Security Trustee following the occurrence of an Enforcement Event which is continuing, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Security Trustee provided it sends a copy thereof to the Security Trustee forthwith upon request;
 - (ii) (in accordance with its enforcement and arrears policies as a Registered Provider (which shall be in a form that is in compliance with the Regulatory Framework or other guidance of the Social Housing Regulator)) enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties

thereunder which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property;

- (iii) not without the prior written consent of the Security Trustee accept or agree to accept the surrender or alteration of any of the Letting Documents which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all respects (to the extent non-compliance materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations under the Relevant Document); and
- (iv) at any time after an Enforcement Event has occurred and is continuing after the expiry of any applicable grace period during which the Enforcement Event has not been remedied and upon the request of the Security Trustee, issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums due under any Letting Document to the Security Trustee or into such accounts as the Security Trustee may require.
- (m) **Deposit of title deeds:** subject to the Relevant Documents, deposit with the Security Trustee all deeds and documents of title relating to the Security Assets (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period) except to the extent that any such Security Assets are released by the Security Trustee pursuant to the terms of the Relevant Documents;
- (n) **Access:** duly and punctually perform and observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of the Mortgaged Property and indemnify the Security Trustee and each Beneficiary in respect of any breach thereof, provide the Security Trustee with such information as it may reasonably require regarding the Chargor's compliance with this Deed, and permit (so far as it is lawful and subject to the relevant tenant's rights) the Security Trustee and any person nominated by it at all reasonable times (provided that reasonable notice has been given by the Security Trustee to the Chargor) to enter upon the Mortgaged Property and view the state of the same;
- (o) **Investigation of title:** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing, grant the Security Trustee or its lawyers on request all such facilities within the power of the Chargor to enable such lawyers to carry out investigations of title to the Mortgaged Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee. Such investigations and enquiries shall be at the expense of the Chargor;
- (p) **Report on title:** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing and only to the extent that no investigation of title has been conducted pursuant to clause 6.2(o), forthwith on demand by the Security Trustee provide the Security Trustee with a solicitor's report in a form acceptable to the Security Trustee as to the title of the Chargor to the Mortgaged Property and other property which is or may be subject to this security and related matters concerning the items which a prudent mortgagee would properly require in a solicitor's report of this nature;
- (q) **Authorisations:** if so requested by the Security Trustee, obtain any material authorisation or material licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Security Documents to sell vacant Mortgaged Property and comply with any local land charges, covenants (leasehold or otherwise) or restrictive covenants relating to such Mortgaged Property which are binding on it; and

(r) **Energy performance:**

- (i) carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of its Mortgaged Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties; and
- (ii) promptly following a request by the Security Trustee, written confirmation from the Borrower that either a current energy performance certificate is in place in respect of each Property to be charged or that an energy performance certificate is not required under any applicable law or regulation,

provided that nothing in this clause 6.2 shall require or oblige the Chargor to do or procure to be done anything which is inconsistent with, or contrary to, the terms of any lease or leases under which the Chargor holds any part or parts of the Mortgaged Property.

6.3 Negative pledge and disposals

- (a) The Chargor shall not create or permit to subsist any Security Interest on any of the Security Assets or any income derived therefrom save as permitted under the terms of the Relevant Documents.
- (b) The Chargor shall not sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets or any income derived therefrom save as permitted under the Security Trust Deed or the Relevant Documents.

7 Power to remedy

In case of default by the Chargor in repairing or keeping in repair or insuring the Mortgaged Property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Security Trustee or its agents and contractors to enter on the Mortgaged Property and to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses properly incurred in connection with the exercise of the powers contained in this clause 7.

8 When security becomes enforceable

The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 as varied or amended by this Deed shall be immediately exercisable upon and after an Enforcement Event has occurred and is continuing (and has not been remedied within any applicable grace period). After the security constituted hereby has become enforceable, the Security Trustee may enforce all or any part of such security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of such security subject to the terms of the Relevant Documents.

9 Enforcement of security

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date hereof and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) and section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of that Act.

10 Receiver

10.1 Appointment of a Receiver

- (a) At any time after this security becomes enforceable or if the Chargor so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred.
- (b) In this clause 10, **qualified person** means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which he is appointed.

10.2 Powers of a Receiver

In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, every Receiver appointed in accordance with clause 10.1 shall have and be entitled to exercise all of the powers set out below. The powers referred to above are (in each case to the extent permitted by law):

- (a) **Take possession:** to take immediate possession of, get in and collect the Security Assets or any part thereof;
- (b) **Protection of assets:** to make and effect all repairs and Insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on the Mortgaged Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;
- (c) **Borrow money:** for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- (d) **Sell assets:** to sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as he shall think proper. Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures, other than landlords fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;
- (e) **Leases:** to let all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy thereof on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);
- (f) **Compromise** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor in relation to the Security Assets or any part thereof;

- (g) **Legal actions:** to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part thereof as may seem to him to be expedient;
- (h) **Receipts:** to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Security Assets;
- (i) **Insolvency Act 1986:**
 - (i) all the powers (as varied and extended by the provisions of this Deed) conferred by the Insolvency Act 1986 on mortgagees in possession, Administrators, Receivers and Administrative Receivers (each as defined therein); and
 - (ii) to do all such other acts and things as any Receiver may consider desirable or necessary for realising the Security Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed and to exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes;
- (j) **Building work:** to demolish, alter, improve, develop, complete, construct, modify or refurbish the whole or any part of the Mortgaged Property and the Fixtures thereon and to complete or undertake or concur in the completion or undertaking of any approved development (with or without modification) and any other project in which the Chargor was concerned or interested in prior to his appointment being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment or repair of the Mortgaged Property (or any part thereof) and the Fixtures and in particular (without prejudice to the generality of the foregoing) to carry out and complete such approved development;
- (k) **Repairs:** to undertake, effect or complete any work of repair, maintenance, modification, redecoration, improvement, fitting out and furnishing of the Mortgaged Property or any part thereof;
- (l) **Planning and environment:** to apply for and obtain any planning permissions, building regulation approvals, environmental permits and any other permissions, consents or licences in relation to the Security Assets or any part thereof;
- (m) **Services:** to provide all services (including, without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation or management of the Mortgaged Property;
- (n) **Contracts:** to enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option agreement, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to the Security Assets and to appoint, hire and employ and remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms and at such salaries, fees or remuneration and generally in such manner as he shall think fit and to discharge such persons;
- (o) **Acquire additional property:** to acquire any interest in any real or personal property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Security Assets or any part thereof and to grant or surrender easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries; and
- (p) **General powers:** to do all such other acts and things as he may consider necessary or desirable for realising the Security Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under

or by virtue of this Deed, to exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes.

10.3 Removal and remuneration

The Security Trustee may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. The Security Trustee will consider any request from the Chargor to remove a Receiver provided the Chargor can show, to the reasonable satisfaction of the Security Trustee, that failure to remove such Receiver would be prejudicial to the proper realisation or disposal of the Chargor's assets or that the specific Receiver in carrying out his appointment hereunder (and not, for the avoidance of doubt, the actual appointment of any Receiver), is prejudicing the Chargor's registration with the Social Housing Regulator.

10.4 Security Trustee may exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security hereby created becomes enforceable by the Security Trustee in relation to the whole of such Security Assets or any part thereof without first appointing a Receiver of such property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

11 Application of proceeds

Any monies received by the Security Trustee or by any Receiver appointed by it pursuant to this Deed and/or under the powers hereby conferred shall, after the security hereby constituted shall have become enforceable but subject to the payment of any claims having priority to this security and to the Security Trustee's and such Receiver's rights under clause 10 (Receiver) be applied by the Security Trustee in accordance with clause **Error! Reference source not found. (Error! Reference source not found.)** of the Security Trust Deed.

12 No liability as mortgagee in possession

The Security Trustee shall not nor shall any Receiver appointed as aforesaid by reason of it or the Receiver entering into possession of the Security Assets or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. Every Receiver duly appointed by the Security Trustee under the powers in that behalf herein contained shall be deemed to be the agent of the Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses, liabilities incurred by him and for the payment of his remuneration, and neither the Security Trustee nor any Beneficiary shall incur any liability therefor (either to the Chargor or to any other person whatsoever) by reason of the Security Trustee's making his appointment as such Receiver or for any other reason whatsoever. Every such Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities by such Act conferred on mortgagees and receivers when such receivers have been duly appointed under such Act but so that section 103 of that Act shall not apply.

13 Protection of third parties

No purchaser, mortgagee or other person or company dealing with the Security Trustee or the Receiver or its or his agents shall be concerned to enquire whether the Secured Obligations have become payable or whether any power which the Receiver is purporting to exercise has

become exercisable or whether any money remains due under the Relevant Documents or to see to the application of any money paid to the Security Trustee or to such Receiver.

14 Expenses

All costs, charges and expenses properly incurred and all payments made by the Security Trustee or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Chargor shall carry interest (as well after as before judgment) at a rate equal to 2% per annum over the highest interest rate for the time being payable under any of the Relevant Documents from the date of the same being incurred or becoming payable by the Chargor until the date the same are unconditionally and irrevocably paid and discharged in full. The amount of all such costs, charges, expenses and payments and all such interest thereon and all remuneration payable hereunder shall be payable by the Chargor on demand in accordance with the Security Trust Deed.

15 Indemnity

The Security Trustee and the Relevant Beneficiaries and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the rights, powers, authorities or discretions vested in them pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets and the Security Trustee, the Relevant Beneficiaries and any Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

16 Delegation by the Security Trustee and Receiver

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Security Trustee or any Receiver under this Deed in relation to the Security Assets or any part thereof. Any such delegation may be made upon such terms and subject to such regulations as the Security Trustee or any Receiver may think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate (provided it acted properly in the appointment of the same).

17 Further assurances

17.1 Statutory covenant

The obligations of the Chargor set out in clause 17.2 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994.

17.2 General

The Chargor shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the security intended to be created hereby over the Security Assets or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all rights, powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid. To that intent, the Chargor shall in particular execute all transfers, conveyances, assignments (whether legal or equitable) and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may reasonably think necessary and obtain all necessary consents to procure the registration of this Deed at the Land Registry.

17.3 Legal charge

Without prejudice to the generality of clauses 17.1 and 17.2, the Chargor will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Trustee (as trustee as aforesaid) in such form as the Security Trustee may reasonably require.

17.4 Consents

The Chargor shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clause 3 (Fixed charges) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Trustee.

17.5 Implied covenants for title

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

18 Redemption of prior mortgages

The Security Trustee may, at any time after the security hereby constituted has become enforceable, redeem any prior Security Interest against the Security Assets or any part thereof or procure the transfer thereof to themselves and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Chargor save for manifest error. All principal monies, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Chargor to the Security Trustee on demand.

19 Power of attorney

19.1 Appointment

The Chargor hereby by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably appoints the Security Trustee and every Receiver of the Security Assets or any part thereof appointed hereunder and every such delegate or sub-delegate as aforesaid to be its attorney (with full power of substitution) acting severally, and on its behalf and in its name or otherwise (at any time after the occurrence of an Enforcement Event which is continuing) to execute and do all such assurances, acts and things which the Chargor ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing monies to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the rights, powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Security Trustee or any such Receiver, delegate or sub delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

19.2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 19.1 shall do or purport to do in good faith in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in such

20 New accounts

If the Security Trustee or any Beneficiary receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Security Assets and/or the proceeds of sale thereof, the Security Trustee or such Beneficiary may open a new account or accounts with the Chargor. If the Security Trustee or such Beneficiary (as the case may be) does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee or such Beneficiary shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Deed is security.

21 Stamp duties

The Chargor shall pay and, forthwith on demand, indemnify the Security Trustee and each Beneficiary against any liability it incurs in respect of any stamp, registration and similar Tax which is or becomes payable in connection with the entry into, performance or enforcement of this Deed.

22 Perfection of security

The Chargor shall be bound by and hereby irrevocably authorises the Security Trustee to execute on its behalf any document required to perfect the security granted to the Beneficiaries pursuant to the Relevant Documents.

23 Waivers, remedies cumulative

23.1 The rights of the Security Trustee and each Beneficiary under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

23.2 The Security Trustee may waive any breach by the Chargor of any of the Chargor's obligations under the Relevant Documents.

24 Set-off

The Security Trustee and each Beneficiary may (to the extent that the same is beneficially owned by it) set-off any matured obligation due from the Chargor under the Relevant Documents against any matured obligation owed by the Security Trustee or such Beneficiary (as the case may be) to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or such Beneficiary (as the case may be) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

25 Time deposits

Without prejudice to clause 24 (Set-off) if any time deposit matures on any account the Chargor has with the Security Trustee or any Relevant Beneficiary at a time within the Security Period when:

- (a) this security has become enforceable; and
- (b) no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such Beneficiary in its absolute discretion considers appropriate unless the Security Trustee or such Beneficiary (as the case may be) otherwise agrees in writing.

26 Severability

If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

27 Counterparts

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

28 Notices

28.1 Giving of notices

All notices under, or in connection with, this Deed shall be made in writing and, unless otherwise stated, may be made by letter, fax or electronic communication. Any such notice is deemed to be given as follows:

- (a) if by letter, when delivered (delivery shall be deemed to be immediate if by hand or 2 Business Days after posting if sent by first class post);
- (b) if by fax, when received (provided that all of it is legible); or
- (c) if by electronic communication, in accordance with clause 28.3.

However, a notice given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt is deemed to be given on the next Business Day in that place.

28.2 Addresses for notices

The address, fax number and (if applicable) email address of the Chargor and the Security Trustee for all notices under, or in connection with, this Deed are:

- (a) in the case of the Chargor:

Peabody Trust
45 Westminster Bridge Road
London
SE1 7JB

Fax: +44 (0) 203 828 4203
Email: Treasury@peabody.org.uk
Attention: Head of Treasury

- (b) in the case of the Security Trustee:

Prudential Trustee Company Limited
10 Fenchurch Avenue
London
EC3M 5AG
Fax: 0203 977 8990

Email: Trustees@MandG.co.uk
Attention: Corporate Trust Manager

or, in each case, such other details as one may notify the other in writing by not less than 7 days' notice.

28.3 Electronic notices

- (a) Any communication to be made between the Chargor and the Security Trustee under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Chargor and the Security Trustee:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice.
- (b) Any such electronic communication as specified in clause 28.3(a) which is to be made between the Chargor and the Security Trustee may only be made in that way to the extent that the Chargor and the Security Trustee agree (unless and until notified to the contrary) that this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in clause 28.3(a) will be effective only when actually received (or made available) in readable form, and in the case of any electronic communication made to the Security Trustee only if it is addressed in such a manner as the Security Trustee shall specify for this purpose.
- (d) Any electronic communication which becomes effective in accordance with clause 28.3(c) after 5.00 pm in the place in which the party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the next Business Day in that place.
- (e) Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 28.3.

29 Provisions as to security

29.1 Land registration

The Chargor hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated the date of this Deed in favour of Prudential Trustee Company Limited referred to in the charges register or their conveyancer."

29.2 Further advances

- (a) Subject to the terms of the Relevant Documents, certain Beneficiaries are under an obligation to make further advances to the Chargor in accordance with the terms of their respective Relevant Documents.
- (b) For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the

obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.

- (c) For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

29.3 Certification

The Chargor hereby certifies that the security created by this Deed does not contravene any of the provisions of the Co-operative and Community Benefit Societies Act 2014, any other relevant law or regulation applicable to the Chargor or the rules of the Chargor.

29.4 Implied terms

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to clause 3 (Fixed charges). It shall be implied in respect of clause 3 (Fixed charges) that the Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

30 Further representation and warranty

The Chargor hereby warrants that the Mortgaged Property comprises the same properties as have been valued for the benefit of the Relevant Beneficiaries, copies of which valuation have been provided to the Relevant Beneficiaries.

31 Release

Upon the expiry of the Security Period, the Security Trustee shall, at the request and properly incurred cost of the Chargor (and without recourse, representation or warranty), take whatever action is necessary to release and to reassign to the Chargor the Security Assets from the security constituted by this Deed.

32 Governing law and service of process

- 32.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, the laws of England.

- 32.2 Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed must be made pursuant to clause 28 (Notices) excluding, for this purpose clause 28.3, but may not be made by way of fax. For the avoidance of doubt, in relation to the service of legal proceedings:

- (a) service in accordance with clause 28 shall constitute good service pursuant to Civil Procedure Rule 6.11 and such service shall be the exclusive method of service permitted, save where otherwise agreed by or on behalf of the Parties in writing;
- (b) the deemed service provisions under Civil Procedure 6.14 shall not apply;
- (c) the address specified by a Party in (or for the purposes of) clause 28 shall also be the address for service in respect of that Party (except where such address is outside of the jurisdiction of England and Wales); and
- (d) where the address specified by a Party in (or for the purposes of) clause 28 is outside the jurisdiction of England and Wales, that Party shall also specify and maintain an address for service within the jurisdiction of England and Wales and shall notify any change of such address in accordance with clause 28.

33 Charity

The Mortgaged Property is held by (or in trust for) Town and Country Housing, an exempt charity.

In witness whereof this Deed has been duly executed as a deed but not delivered until the date first above written.

Schedule 1

Mortgaged Property

All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table below and including all of the dwellings specified in such table:

ID (UPRN)	Address 1	Address 2	Address 3	Address 4	Post Code	Title Number
982028000N	28 The Drive			UCKFIELD	TN22 1BZ	ESX126879
221021000	21 Halley Park			HAILSHAM	BN27 2NW	ESX148715
982121000N	121 The Drive			UCKFIELD	TN22 1DB	ESX163945
106005000N	5 Birling Way			UCKFIELD	TN22 1LP	ESX169556
980017000N	17 Heather Walk			CROWBOROUGH	TN6 2HA	ESX173016
109100000N	100 Nevill Road			UCKFIELD	TN22 1LJ	ESX178202
147030000N	30 Oaktree Way			HAILSHAM	BN27 1JJ	ESX20002
992049000N	49 Bramble Drive			HAILSHAM	BN27 3EH	ESX201029
185019000N	19 Fairfield		Herstmonceux	HAILSHAM	BN27 4NE	ESX206567
139001000N	1 Arun Path			UCKFIELD	TN22 1NL	ESX208971
131112000N	112 Tower Ride			UCKFIELD	TN22 1NE	ESX210344
218044000N	44 Bayham Road			HAILSHAM	BN27 2NH	ESX224498
994018000N	18 Uplands Close			UCKFIELD	TN22 1BB	ESX227748
187020000N	20 Monceux Road		Herstmonceux	HAILSHAM	BN27 4PE	ESX232952
992042000N	42 Bramble Drive			HAILSHAM	BN27 3HA	ESX234704
44501A000	1a Selby Road			UCKFIELD	TN22 5EB	ESX298198
44501B000	1b Selby Road			UCKFIELD	TN22 5EB	ESX298198
446061000	61 Vernon Road			Uckfield	TN22 5DX	ESX298198
BC30140001	1 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BC30140002	2 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BC30140003	3 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BC30140004	4 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BC30140005	5 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BD30140006	6 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BD30140007	7 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BD30140008	8 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
BD30140009	9 Sackville Lane		Hartfield	East Sussex	TN7 4AW	ESX322986
B300100100	1 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100	2 Railway Cottages		Edenbridge	Hartfield	TN7	ESX328526

200			Road		4JG	
B300100 300	3 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 400	4 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 500	5 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 600	6 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 700	7 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 800	8 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
B300100 900	9 Railway Cottages		Edenbridge Road	Hartfield	TN7 4JG	ESX328526
BD30640 003	3 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BD30640 004	4 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BD30640 005	5 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BC30640 006	6 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BC30640 007	7 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BD30640 008	8 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
BD30640 009	9 St Leonards Lane			Mayfield	TN20 6PA	ESX339706
2050320 00N	32 St Marys Avenue			HAILSHAM	BN27 2JE	ESX55848
9930210 00N	21 Hempstead Gardens			UCKFIELD	TN22 1ED	ESX74277
9820260 00N	26 The Drive			UCKFIELD	TN22 1BZ	ESX75705
2030150 00N	15 Observatory View			HAILSHAM	BN27 2HQ	ESX75960
9930140 00N	14 Hempstead Gardens			UCKFIELD	TN22 1ED	ESX83547
1820420 00N	42 Campbell Close			UCKFIELD	TN22 1DR	ESX84156
1420320 00N	32 Waldron Thorns			HEATHFIELD	TN21 0AB	ESX86646
0090140 000	14 Morrison Road		Folkestone	Kent	CT20 1PH	K107717
7880039 000	39 Chart Road		Folkestone	Kent	CT19 4EW	K122226
BN30870 012	64 Weymouth Road			Folkestone	CT19 4LS	K133419
8110003 000	3 Edward Terrace	Folly Road	Folkestone	Kent	CT20 1PW	K135131
BJ30850 008	17 Clare Drive		Greenhill	Herne Bay	CT6 7QT	K145013
BG30850 005	12 Woodrow Chase			Herne Bay	CT6 7JN	K146931
8250000 179	179 Sandhurst Road			TUNBRIDGE WELLS	TN2 3TA	K153669
BD30850 002	35 Woodrow Chase			Herne Bay	CT6 7JL	K155898
BC20950 001	Flat 1	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495
BC20950 002	Flat 2	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495
BC20950 003	Flat 3	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495
BC20950 004	Flat 4	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495

BC20950 005	Flat 5	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495
BC20950 006	Flat 6	113 Central Parade	Herne Bay	Kent	CR6 5JN	K166495
Z003052 000	52 Buckland Avenue		Dover	Kent	CT16 2NW	K168197
7202060 00N	206 Greggs Wood Road			TUNBRIDGE WELLS	TN2 3JA	K182376
BQ30850 015	75 Broomfield Road			Herne Bay	CT6 7BB	K182469
7880061 000	61 Chart Road		Cheriton	FOLKESTONE	CT19 4EW	K193749
8870112 000	112 Saint Richards Road		Deal	Kent	CT14 9LD	K196725
7470010 000	10 Romney Way			HYTHE	CT21 6PL	K209547
BI308700 07	18 Romney Way			Hythe	CT21 6PL	K209726
7660003 000	3 Rose Cottages	Ashley Avenue	Cheriton	FOLKESTONE	CT19 4PE	K211033
8680004 000	4 Fair Oaks		Herne Bay	Kent	CT6 6EU	K213865
BP30850 014	59 Mill View Road			Herne Bay	CT6 7JF	K215101
7410064 000	64 Shepherds Walk			HYTHE	CT21 6PY	K221856
9120017 000	17 Upper Free Down		Herne Bay	Kent	CT6 7DG	K223882
BM30870 011	84 Romney Way			Hythe	CT21 6PN	K225593
3470087 000	87 Downs Road		Walmer	Deal	CT14 7TB	K236605
BE30850 003	5 Marlowe Close			Whitstable	CT5 3HF	K238010
BK30850 009	43 Windmill Road			Herne Bay	CT6 7DL	K241607
9050006 000	6 Marlowe Close		Herne Bay	Kent	CT5 3HF	K263405
BG30870 005	243 Shornecliffe Road			Folkestone	CT20 3PD	K263515
1600350 00N	35 Fiveways Rise			DEAL	CT14 9QN	K275462
8470017 000	17 Woodland Way		Dymchurch	Kent	TN29 0UD	K286535
3990190 00N	19 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
3990210 00N	21 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
3990230 00N	23 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
3990250 00N	25 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
3990270 00N	27 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
3990290 00N	29 Dr Hopes Road			CRANBROOK	TN17 3BP	K301917
4410060 00N	6 Tarbutts	Dr Hopes Road		CRANBROOK	TN17 3BS	K315186
BH30850 006	151 Sea Street			Herne Bay	CT6 8QZ	K323714 and K986854
8700013 000	43 Poplar Drive		Herne Bay	Kent	CT6 7PK	K326773
BP30870 014	117 Lynwood			Folkestone	CT10 500	K330176
BL30870 010	11 Coniston Road			Folkestone	CT10 5JG	K335824
8560012 000	12 Finch Grove		Hythe	Kent	CT21 6DY	K336233

8460141 000	141 The Fairway		Dymchurch	Kent	TN29 0QP	K347807
8700153 000	153 Poplar Drive		Herne Bay	Kent	CT6 7QB	K352132
8860012 000	12 Patterson Close		Deal	Kent	CT14 9LZ	K360022
9910100 01N	Kilcarrow	Back Street	Ringwould	DEAL	CT14 8HN	K360733
8980005 000	5 Downside		Folkestone	Kent	CT19 5DG	K362009
8910018 000	18 Seabrook Court	Seabrook	Hythe	Kent	CT21 5RY	K368478
8690015 000	15 Greenhill Road		Herne Bay	Kent	CT6 7PW	K381582
9540100 00N	10 Elizabeth Carter Avenue			DEAL	CT14 9NT	K389672
2350970 000	97 Folkestone Road			DOVER	CT17 9SD	K397925
BQ30870 015	156 Lynwood			Folkestone	CT19 5DE	K405020
1590310 00N	31 Cherry Waye		Eythorne	DOVER	CT15 4BY	K421040
1590330 00N	33 Cherry Waye		Eythorne	DOVER	CT15 4BY	K421291
7530006 000	6 Ashley Mill Cottages	Ashley Avenue	Cheriton	FOLKESTONE	CT19 4PG	K422942
8490001 000	1 Harvey Street		Folkestone	Kent	CT20 1LE	K427324 & K918980
1580130 00N	13 Beech Green Close		Eythorne	DOVER	CT15 4BZ	K434567
BJ30870 008	60 Laurel Avenue			St Marys Bay	TN29 0SN	K436509
7780039 000	39 Radnor Park Road			FOLKESTONE	CT19 5BT	K518353
9950010 000	10 Willow Drive		St Mary's Bay	ROMNEY MARSH	TN29 0SX	K458284
1570260 00N	26 St Francis Close			DEAL	CT14 9LS	K470542
9530040 000	40 Holly Road		St Mary's Bay	ROMNEY MARSH	TN29 0XB	K470851
9530032 000	32 Holly Road		St Marys Bay	Kent	TN29 0XB	K472604
1570470 00N	47 St Francis Close			DEAL	CT14 9LS	K472739
1990960 00N	96 Davis Avenue			DEAL	CT14 9HL	K478698
7930017 000	17 New Street			FOLKESTONE	CT20 1HR	K478944
1990072 000	72 Davis Avenue		Deal	Kent	CT14 9HD	K487324
BN30850 012	152 Kings Road			Herne Bay	CT6 5RG	K495613
1990350 00N	35 Davis Avenue			DEAL	CT14 9HD	K495843
8030031 000	31 Caxton Road			Margate	CT9 5NP	K496362
BC30870 001	44 Linden Crescent			Folkestone	CT19 5SB	K496504
9580022 000	22 Linden Crescent			FOLKESTONE	CT19 5RP	K496901
BD30870 002	15 Elm Road			St Marys Bay	TN29 0ST	K499389
8420930 00N	93 Summervale Road			TUNBRIDGE WELLS	TN4 8JH	K499769
8640017 000	17 Elm Road		St Marys Bay	Kent	TN29 0ST	K502530
BF30850 004	58 Chestnut Drive			Herne Bay	CT6 7PU	K505597

1080230 00N	23 Grantham Avenue			DEAL	CT14 9SD	K514102
0910420 00H	42 Birdwood Avenue			DEAL	CT14 9SE	K515384
9840720 00N	72 Orchard Road		Easly	SANDWICH	CT13 0QF	K526215
9110027 000	27 Heath Court	Sturry	Canterbury	Kent	CT2 0PF	K536195
1620410 00N	41 Belfield Road		Pembury	TUNBRIDGE WELLS	TN2 4HN	K543865
3490630 000	63 Trinity Place			DEAL	CT14 9HJ	K548732
BL30850 010	91 Peartree Road			Herne Bay	CT6 7EG	K560135
8550047 000	47 Wood Cottage Lane		Folkestone	Kent	CT19 4QG	K566880
7620130 00N	13 Longview Way			TUNBRIDGE WELLS	TN2 3BP	K567282
8730720 00N	72 Waterdown Road			TUNBRIDGE WELLS	TN4 8LF	K567746
9720990 00N	99 Wilson Avenue			DEAL	CT14 9NJ	K569010
6700060 00N	6 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8PH	K577758
BE30870 003	22 Beechwood Close			St Marys Bay	TN29 0XF	K579494
BC30850 001	16 Westlands Road			Herne Bay	CT6 7QR	K580194
8670030 000	30 Gilchrist Avenue		Herne Bay	Kent	CT6 7SG	K586511
BH30870 006	21 Beechwood Close			St Marys Bay	TN29 0XF	K586990
BO30850 013	12 St Nicholas Close		Sturry	Canterbury	CT2 0NT	K597622
9580087 000	87 Linden Crescent			FOLKESTONE	CT19 5SD	K603030
9100002 000	2 Bridgeside		Deal	Kent	CT14 9SS	K613687
1560170 00N	17 Grantham Avenue			DEAL	CT14 9SD	K621333
7560030 00N	3 Laurel Road			TUNBRIDGE WELLS	TN2 3BB	K626144
2700540 000	54 Bright Ridge		Southborough	TUNBRIDGE WELLS	TN4 0JL	K627307
BM30850 011	33 Rowland Crescent		Beltinge	Herne Bay	CT6 6RY	K630047
BO30870 001	70 Morehall Avenue			Folkestone	CT19 4EF	K636216
8120002 A00	2a Fulham Avenue Garlinge			Margate	CT9 5NN	K642841
1080250 00N	25 Grantham Avenue			DEAL	CT14 9SD	K643597
0100770 000	77 Church Meadow		Deal	Kent	CT14 9QZ	K647976
1740090 00H	9 Sandhurst Avenue		Pembury	TUNBRIDGE WELLS	TN2 4JZ	K651018
9590260 00N	26 Glebelands		Alkham	DOVER	CT15 7BY	K651947
BI308500 07	24 Woodland Road			Herne Bay	CT6 7RL	K657099
9840490 00N	49 Orchard Road		Easly	SANDWICH	CT13 0QF	K660488
3960020 00N	2 Campion Crescent		Hartley	CRANBROOK	TN17 3QJ	K660535
1200110 00L	11 Goldings		Paddock Wood	TONBRIDGE	TN12 6EQ	K676394
8780310 00N	31 Wiltshire Way			TUNBRIDGE WELLS	TN2 3DD	K678665

3480190 000	19 Bamford Way			DEAL	CT14 7XP	K684238
0900890 00N	89 Rectory Road			DEAL	CT14 9NB	K684695
3960300 00N	30 Campion Crescent		Hartley	CRANBROOK	TN17 3QJ	K701551
6530250 00N	25 Caley Road			TUNBRIDGE WELLS	TN2 3BL	K711258
2940010 000	Unit 1 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940020 000	Unit 2 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940030 000	Unit 3 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940040 000	Unit 4 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940050 000	Unit 5 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940060 000	Unit 6 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
2940070 000	Unit 7 John Stacey Heights	High Ridge	Goudhurst	CRANBROOK	TN17 1BB	K712657 (part only being the land edged and numbered 1 in blue on the title plan)
4880040 001	4 Basden Cottages		Hawkhurst	CRANBROOK	TN18 4EB	K712667 (part only being the land edged red on Plan 1 attached)
7560130 008	13 Laurel Road			TUNBRIDGE WELLS	TN2 3BB	K713956 (part only being the land edged red on Plan 2 attached)
6900260 001	26 Eastlands Road			TUNBRIDGE WELLS	TN4 8JY	K739998
8280200 006	20 Sherwood Way			TUNBRIDGE WELLS	TN2 3LL	K713968 (part only being the land edged red on Plan 3 attached)
4940130 004	13 Hammonds	Queens Road	Hawkhurst	CRANBROOK	TN18 4HL	K728457

6220330 004	33 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K780702
BC30940 001	1 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BC30940 002	2 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BD30940 003	3 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BD30940 004	4 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BE30940 005	5 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BF30940 006	6 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BG30940 007	7 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BG30940 008	8 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
BG30940 009	9 Lavender Mews	Cherry Tree Road		TUNBRIDGE WELLS	TN2 5FH	K714087 (part only being the land edged mauve on the filed plan)
3140038 000	38 St Martins Road			FOLKESTONE	CT20 3LB	K714452
BH30070 057	57 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BH30070 059	59 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BH30070 061	61 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BD30070 063	63 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BD30070 065	65 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BD30070 067	67 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BC30070 069	69 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BC30070 071	71 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BC30070 073	73 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 075	75 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484

BE30070 016	37 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 015	39 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 014	41 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 013	43 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 012	45 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 011	47 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 010	49 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 009	51 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 008	53 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BE30070 007	55 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BG30070 029	7 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BG30070 031	9 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BG30070 030	11 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BJ30070 040	3 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BJ30070 039	5 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BI300700 35	1 Cranwell Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BI300700 37	1a Bretland Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BI300700 38	1b Bretland Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BI300700 36	1c Bretland Road		RUSTHALL	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 028	13 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 027	15 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 025	19 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 024	21 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 023	23 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 022	25 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 021	27 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 020	29 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 019	31 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 018	33 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
BF30070 026	17 Cranwell Road		Rusthall	TUNBRIDGE WELLS	TN4 8FE	K714484
1300500 00N	50 Ringden Avenue		Paddock Wood	TONBRIDGE	TN12 6EG	K735380
3170011 000	11 Dunnott Road			FOLKESTONE	CT19 4BZ	K738259
0910080 00N	8 Birdwood Avenue			DEAL	CT14 9RP	K738288
1210180 004	18 Granary		Paddock Wood	TONBRIDGE	TN12 6HJ	K738285

9090005 000	5 Merchants Way		Canterbury	Kent	CT2 8PW	K741190
BM20800 026	1 Culpepers			Goudhurst	TN17 1EA	K745163
BM20800 027	2 Culpepers			Goudhurst	TN17 1EA	K745163
BN20800 028	3 Culpepers			Goudhurst	TN17 1EA	K745163
BN20800 029	4 Culpepers			Goudhurst	TN17 1EA	K745163
BN20800 030	5 Culpepers			Goudhurst	TN17 1EA	K745163
BO20800 031	6 Culpepers			Goudhurst	TN17 1EA	K745163
BO20800 032	7 Culpepers			Goudhurst	TN17 1EA	K745163
BP20800 033	8 Culpepers			Goudhurst	TN17 1EA	K745163
BP20800 034	9 Culpepers			Goudhurst	TN17 1EA	K745163
BQ20800 035	10 Culpepers			Goudhurst	TN17 1EA	K745163
BQ20800 036	11 Culpepers			Goudhurst	TN17 1EA	K745163
BQ20800 037	12 Culpepers			Goudhurst	TN17 1EA	K745163
BQ20800 038	13 Culpepers			Goudhurst	TN17 1EA	K745163
BR20800 039	14 Culpepers			Goudhurst	TN17 1EA	K745163
BR20800 040	15 Culpepers			Goudhurst	TN17 1EA	K745163
BR20800 041	16 Culpepers			Goudhurst	TN17 1EA	K745163
BS20800 042	17 Culpepers			Goudhurst	TN17 1EA	K745163
BS20800 043	18 Culpepers			Goudhurst	TN17 1EA	K745163
BS20800 044	19 Culpepers			Goudhurst	TN17 1EA	K745163
BT20800 045	20 Culpepers			Goudhurst	TN17 1EA	K745163
BT20800 046	21 Culpepers			Goudhurst	TN17 1EA	K745163
BT20800 047	22 Culpepers			Goudhurst	TN17 1EA	K745163
BU20800 048	23 Culpepers			Goudhurst	TN17 1EA	K745163
BU20800 049	24 Culpepers			Goudhurst	TN17 1EA	K745163
BU20800 050	25 Culpepers			Goudhurst	TN17 1EA	K745163
BU20800 051	26 Culpepers			Goudhurst	TN17 1EA	K745163
BW2080 0057	32 Culpepers			Goudhurst	TN17 1EA	K745163
BW2080 0058	33 Culpepers			Goudhurst	TN17 1EA	K745163
BW2080 0059	34 Culpepers			Goudhurst	TN17 1EA	K745163
BW2080 0060	35 Culpepers			Goudhurst	TN17 1EA	K745163
BW2080 0061	36 Culpepers			Goudhurst	TN17 1EA	K745163
BX20800 062	37 Culpepers			Goudhurst	TN17 1EA	K745163
BX20800 063	38 Culpepers			Goudhurst	TN17 1EA	K745163

BX20800 064	39 Culpepers			Goudhurst	TN17 1EA	K745163
BX20800 065	40 Culpepers			Goudhurst	TN17 1EA	K745163
BDCIRC 0002	2 Wickham Cottages	Pilgrims Way West	Oxford		TN14 5JH	K746741
1121010 00N	101 Freemans Way			DEAL	CT14 9DQ	K748213
Z012038 000	38 Churchill Avenue		Walmer	Deal	CT14 7SP	K749285
9540520 00N	52 Elizabeth Carter Avenue			DEAL	CT14 9NT	K764517
1120070 00N	7 Freemans Way			DEAL	CT14 9DH	K765601
1120310 00N	31 Freemans Way			DEAL	CT14 9DH	K766639
1120720 00N	72 Freemans Way			DEAL	CT14 9DQ	K766640
1120280 00N	28 Freemans Way			DEAL	CT14 9DH	K768666
4870770 005	77 All Saints Road		Hawkhurst	CRANBROOK	TN18 4HS	K778644
7710240 00N	24 Montgomery Road		High Brooms	TUNBRIDGE WELLS	TN4 9EP	K779500
3471830 000	183 Downs Road		Walmer	DEAL	CT14 7TL	K7829
BC30030 004	1 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 001	2 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 009	3 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 012	4 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 002	5 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 003	6 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 013	7 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 006	8 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 005	9 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 007	10 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 008	11 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 011	12 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 010	13 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 014	14 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 015	15 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 016	16 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BC30030 017	17 Anise Court	Watercress Way		Gravesend	DA11 9FE	K787889
BK30030 073	40 Watercress Way			Gravesend	DA11 9FE	K787889
RI 30030 074	47 Watercress Way			Gravesend	DA11 9FE	K787889
RI 30030 075	48 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 034	1 Watercress Way			Gravesend	DA11 9FE	K787889

BE30030 035	2 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 036	3 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 037	4 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 038	5 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 039	6 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 040	7 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 041	8 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 042	9 Watercress Way			Gravesend	DA11 9FE	K787889
BE30030 043	10 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 050	11 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 051	12 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 052	13 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 053	14 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 054	15 Watercress Way			Gravesend	DA11 9FE	K787889
BF30030 055	16 Watercress Way			Gravesend	DA11 9FE	K787889
BG30030 056	17 Watercress Way			Gravesend	DA11 9FE	K787889
BG30030 057	18 Watercress Way			Gravesend	DA11 9FE	K787889
BG30030 058	19 Watercress Way			Gravesend	DA11 9FE	K787889
BG30030 059	20 Watercress Way			Gravesend	DA11 9FE	K787889
BG30030 060	21 Watercress Way			Gravesend	DA11 9FE	K787889
BD30030 023	1 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 024	2 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 018	3 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 028	4 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 029	5 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 030	6 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 021	7 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 033	8 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 026	9 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 032	10 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 019	11 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 031	12 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 025	13 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 083	14 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889

BD30030 020	15 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 022	16 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BD30030 027	17 Chervil Court	Watercress Way		Gravesend	DA11 9BX	K787889
BH30030 076	22 Watercress Way			Gravesend	DA11 9FE	K787889
BH30030 077	23 Watercress Way			Gravesend	DA11 9FE	K787889
BH30030 078	24 Watercress Way			Gravesend	DA11 9FE	K787889
BH30030 079	25 Watercress Way			Gravesend	DA11 9FE	K787889
BH30030 080	26 Watercress Way			Gravesend	DA11 9FE	K787889
BH30030 081	27 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 44	28 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 45	29 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 46	30 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 47	31 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 48	32 Watercress Way			Gravesend	DA11 9FE	K787889
BI300300 49	33 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 066	34 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 065	35 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 064	36 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 063	37 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 062	38 Watercress Way			Gravesend	DA11 9FE	K787889
BJ30030 061	39 Watercress Way			Gravesend	DA11 9FE	K787889
BK30030 072	41 Watercress Way			Gravesend	DA11 9FE	K787889
BK30030 070	43 Watercress Way			Gravesend	DA11 9FE	K787889
BK30030 068	45 Watercress Way			Gravesend	DA11 9FE	K787889
BK30030 067	46 Watercress Way			Gravesend	DA11 9FE	K787889
9540050 00N	5 Elizabeth Carter Avenue			DEAL	CT14 9NS	K806721
6530470 001	47 Caley Road			TUNBRIDGE WELLS	TN2 3BN	K807439 (part only being the land edged red on Plan 4 attached)
7100270 00N	27 Gladstone Road		Rusthall	TUNBRIDGE WELLS	TN4 8RU	K807441
4870480 009	48 All Saints Road		Hawkhurst	CRANBROOK	TN18 4HT	K807443 (part only being the land edged red on Plan 5 attached)
1730010 00N	1 Green Lane		Eythorne	DOVER	CT15 4DD	K843904
1730030 00N	3 Green Lane		Eythorne	DOVER	CT15 4DD	K843904

1730050 00N	5 Green Lane		Eythorne	DOVER	CT15 4DD	K843904
1730090 00N	9 Green Lane		Eythorne	DOVER	CT15 4DD	K843904
1730130 00N	13 Green Lane		Eythorne	DOVER	CT15 4DD	K843904
8600028 000	28 Speedwell Road			Whitstable	CT5 3RD	K852899
2410010 000	1 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410020 000	2 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410030 000	3 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410040 000	4 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410050 000	5 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410060 000	6 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410070 000	7 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2410080 000	8 Alexander Court	York Road		TUNBRIDGE WELLS	TN1 1JF	K857966
2450100 000	10 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450110 000	11 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450120 000	12 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450130 000	13 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450140 000	14 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450150 000	15 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2450160 000	16 Hopgarden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K863197
2470220 00N	22 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470230 00N	23 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470240 00N	24 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470250 00N	25 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470260 00N	26 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470270 00N	27 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470280 00N	28 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
2470290 00N	29 Norris Close		Hawkhurst	CRANBROOK	TN18 4EN	K868646
0900127 000	127 Rectory Road			Deal	CT14 9NP	K871264
8100001 000	1 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100002 000	2 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100003 000	3 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100004 000	4 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100005 000	5 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100006 000	6 Epsom Close			GRAVESEND	DA12 5BF	K883135

8100007 000	7 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100008 000	8 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100013 000	13 Epsom Close			GRAVESEND	DA12 5BF	K883135
8100014 000	14 Epsom Close			GRAVESEND	DA12 5BF	K883135
3340010 000	1 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340020 000	2 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340030 000	3 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340040 000	4 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340050 000	5 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340060 000	6 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340070 000	7 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340080 000	8 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340090 000	9 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340100 000	10 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340110 000	11 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340120 000	12 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340130 000	13 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340140 000	14 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340150 000	15 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340160 000	16 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340170 000	17 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340180 000	18 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340190 000	19 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340200 000	20 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340210 000	21 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
3340220 000	22 Connaught Park			TUNBRIDGE WELLS	TN2 3RF	K888289
8020009 000	9 Tradewinds			Whitstable	CT5 4UG	K893285
3430030 000	3 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
3430050 000	5 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
3430070 000	7 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
3430090 000	9 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
3430110 000	11 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
3430150 000	15 Pippin Close		Ash	CANTERBUR Y	CT3 2AU	K899760
4310340 000	34 Underwood Rise			TUNBRIDGE WELLS	TN2 5RY	K900750

4310350 000	35 Underwood Rise			TUNBRIDGE WELLS	TN2 5RY	K900750
4310360 000	36 Underwood Rise			TUNBRIDGE WELLS	TN2 5RY	K900750
4310390 000	39 Underwood Rise			TUNBRIDGE WELLS	TN2 5RY	K900750
4540010 000	Apartment 1 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4540020 000	Apartment 2 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4540030 000	Apartment 3 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4540040 000	Apartment 4 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4540050 000	Apartment 5 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4540060 000	Apartment 6 Celandine Court	15 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550010 000	Apartment 1 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550020 000	Apartment 2 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550030 000	Apartment 3 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550040 000	Apartment 4 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550050 000	Apartment 5 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
4550060 000	Apartment 6 Cleavers Court	33 Underwood Rise		TUNBRIDGE WELLS	TN2 5RY	K900750
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4330380 000	38 Underwood Rise			Tunbridge Wells	TN2 5RY	K900750
8070004 000	4 Beatty Road			FOLKESTONE	CT19 6HU	K556698
7190050 000	50 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7190052 000	52 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7190054 000	54 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7190056 000	56 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7190058 000	58 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7190060 000	60 Stonebridge Road			CANTERBUR Y	CT2 7LN	K930687
7070001 000	1 Riverdance Drive			Canterbury	CT2 7LN	K930687
7070003 000	3 Riverdance Drive			Canterbury	CT2 7LN	K930687
7120065 000	65 Westwood Drive			Canterbury	CT2 7WY	K930687
7120067 000	67 Westwood Drive			Canterbury	CT2 7WY	K930687

7120069 000	69 Westwood Drive			Canterbury	CT2 7WY	K930687
7120071 000	71 Westwood Drive			Canterbury	CT2 7WY	K930687
7120073 000	73 Westwood Drive			Canterbury	CT2 7WY	K930687
7120075 000	75 Westwood Drive			Canterbury	CT2 7WY	K930687
7190048 000	48 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190062 000	62 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190064 000	64 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190066 000	66 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190068 000	68 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190070 000	70 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190074 000	74 Stonebridge Road			Canterbury	CT2 7LN	K930687
7190051 000	51 Stonebridge Road			CANTERBUR Y	CT2 7LN	K941980
7190053 000	53 Stonebridge Road			CANTERBUR Y	CT2 7LN	K941980
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7190075 000	75 Stonebridge Road			CANTERBUR Y	CT2 7LN	K941980
7190077 000	77 Stonebridge Road			CANTERBUR Y	CT2 7LN	K941980
9010001 000	1 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010002 000	2 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010003 000	3 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010004 000	4 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
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9010012 000	12 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010013 000	13 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980

9010014 000	14 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010015 000	15 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010016 000	16 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010017 000	17 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010018 000	18 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010019 000	19 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010020 000	20 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010021 000	21 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010022 000	22 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010023 000	23 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010024 000	24 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010025 000	25 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010026 000	26 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
9010027 000	27 River Bend Close			CANTERBUR Y	CT2 7UQ	K941980
7500101 000	101 Westwood Drive			CANTERBUR Y	CT2 7US	K941980
7500103 000	103 Westwood Drive			CANTERBUR Y	CT2 7US	K941980
7500105 000	105 Westwood Drive			CANTERBUR Y	CT2 7US	K941980
7500107 000	107 Westwood Drive			CANTERBUR Y	CT2 7US	K941980
7500109 000	109 Westwood Drive			CANTERBUR Y	CT2 7US	K941980
7120077 000	77 Westwood Drive			Canterbury	CT2 7WY	K941980
7120079 000	79 Westwood Drive			Canterbury	CT2 7WY	K941980
7120081 000	81 Westwood Drive			Canterbury	CT2 7WY	K941980
7120083 000	83 Westwood Drive			Canterbury	CT2 7WY	K941980
7120085 000	85 Westwood Drive			Canterbury	CT2 7WY	K941980
7120087 000	87 Westwood Drive			Canterbury	CT2 7WY	K941980
7120089 000	89 Westwood Drive			Canterbury	CT2 7WY	K941980
7120091 000	91 Westwood Drive			Canterbury	CT2 7WY	K941980
7120093 000	93 Westwood Drive			Canterbury	CT2 7WY	K941980
7120095 000	95 Westwood Drive			Canterbury	CT2 7WY	K941980
7120097 000	97 Westwood Drive			Canterbury	CT2 7WY	K941980
7120099 000	99 Westwood Drive			Canterbury	CT2 7WY	K941980
9010007 000	7 River Bend Close			Canterbury	CT2 7UQ	K941980
9010008 000	8 River Bend Close			Canterbury	CT2 7UQ	K941980
9010009 000	9 River Bend Close			Canterbury	CT2 7UQ	K941980

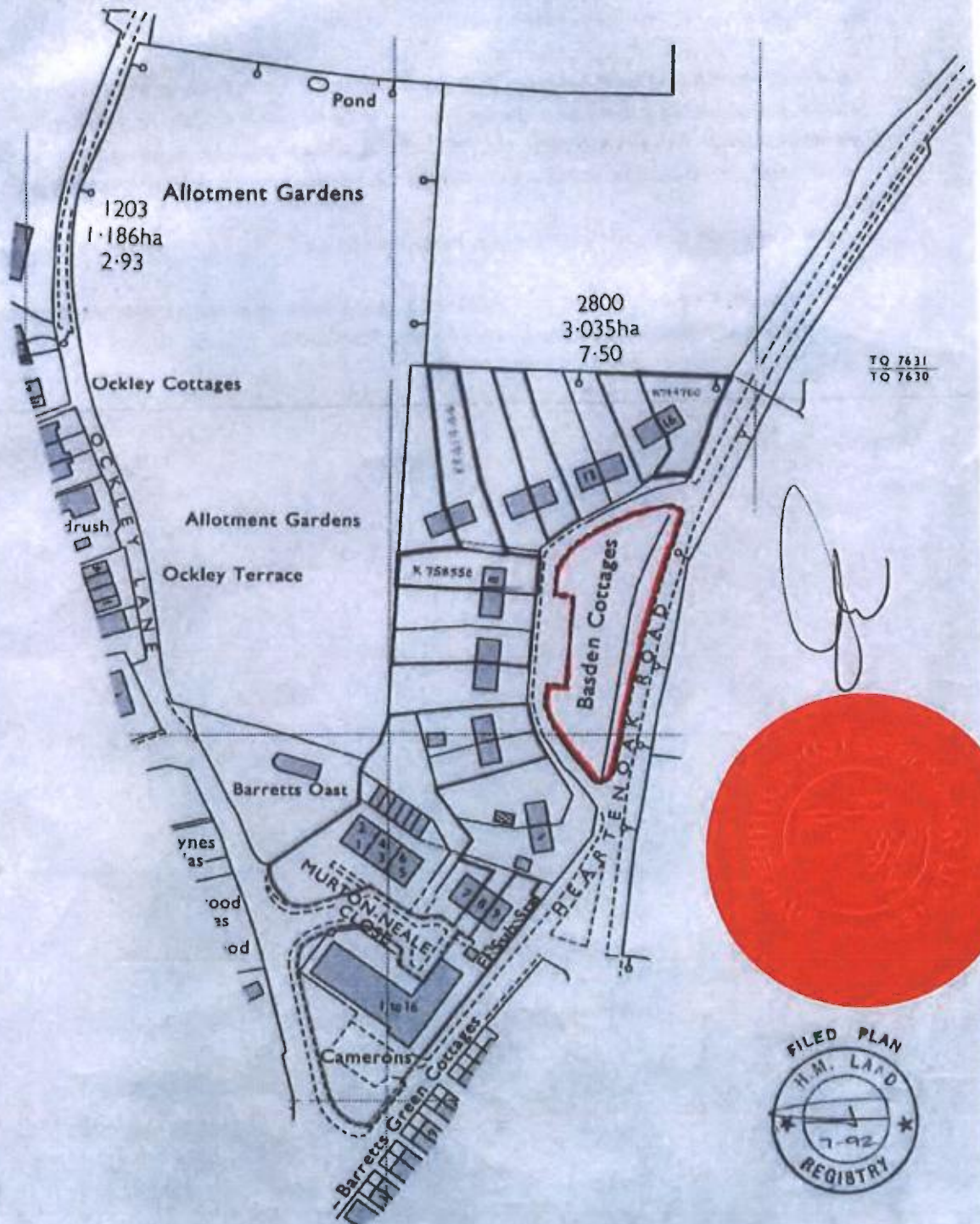
9010010 000	10 River Bend Close			Canterbury	CT2 7UQ	K941980
7740001 000	1 Victoria Court		East Farleigh	MAIDSTONE	ME15 0BW	K942767
7740002 000	2 Victoria Court		East Farleigh	MAIDSTONE	ME15 0BW	K942767
7740003 000	3 Victoria Court		East Farleigh	MAIDSTONE	ME15 0BW	K942767
7740004 000	4 Victoria Court		East Farleigh	MAIDSTONE	ME15 0BW	K942767
7740005 000	5 Victoria Court		East Farleigh	MAIDSTONE	ME15 0BW	K942767
6220070 000	70 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957201
6220072 000	72 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957201
6220081 000	81 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957202
6220083 000	83 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957202
6220085 000	85 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957202
6220087 000	87 Allandale Road			TUNBRIDGE WELLS	TN2 3TZ	K957202
BC20920 001	1 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
BC20920 002	6 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
BD20920 003	2 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
BD20920 004	5 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
BE20920 005	3 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
BE20920 006	4 Wish Court	Chestnut Lane	Matfield	Kent	TN12 7JL	K966228
8090001 000	1 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090002 000	2 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090003 000	3 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090004 000	4 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090005 000	5 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090006 000	6 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090007 000	7 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090008 000	8 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090009 000	9 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
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8090011 000	11 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090012 000	12 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090014 000	14 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090015 000	15 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090016 000	16 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090017 000	17 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439

8090018 000	18 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090019 000	19 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090020 000	20 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090021 000	21 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
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8090023 000	23 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090024 000	24 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090025 000	25 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090026 000	26 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
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8090030 000	30 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
8090031 000	31 Kensington Court	Medway Road	Tunbridge Wells	Kent	TN1 2FD	K982439
BC20970 001	1 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 002	2 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 003	3 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 004	4 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 005	5 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 006	6 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 007	7 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 008	8 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 009	9 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 010	10 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 011	11 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 012	12 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 014	14 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 015	15 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 016	16 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 017	17 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 018	18 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 019	19 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 020	20 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 021	21 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668

BC20970 022	22 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 023	23 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 024	24 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 025	25 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 026	26 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 027	27 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 028	28 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BC20970 029	29 Bridge Court	Medway Drive		Tunbridge Wells	TN1 2FE	K982668
BK30870 009	4 Valley Road		Sandgate	Folkestone	CT20 3BT	K99077
9580039 000	39 Linden Crescent			FOLKESTONE	CT19 5SB	K99260
1390140 00N	14 Arun Path			UCKFIELD	TN22 1NL	SX105742
1400390 00N	39 Manor End			UCKFIELD	TN22 1DN	SX145149
1880050 00N	5 Chestnut Close		Herstmonce ux	HAILSHAM	BN27 4PU	SX155334
2450210 000	21 Hopparden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K883837
2450220 000	22 Hopparden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K883827
2450230 000	23 Hopparden Close		Lamberhurs t	TUNBRIDGE WELLS	TN3 8DY	K883814

PLAN 1

H.M. LAND REGISTRY		TITLE NUMBER	
		K712667	
ORDNANCE SURVEY PLAN REFERENCE	TQ 7630	SECTION M	Scale 1/1250
COUNTY KENT		DISTRICT TUNBRIDGE WELLS	
		© Crown Copyright 1990	



PLAN 2

H.M. LAND REGISTRY		TITLE NUMBER K713956	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5941	SECTION F	Scale 1:1250
COUNTY KENT	DISTRICT TUNBRIDGE WELLS		© Crown copyright 1980



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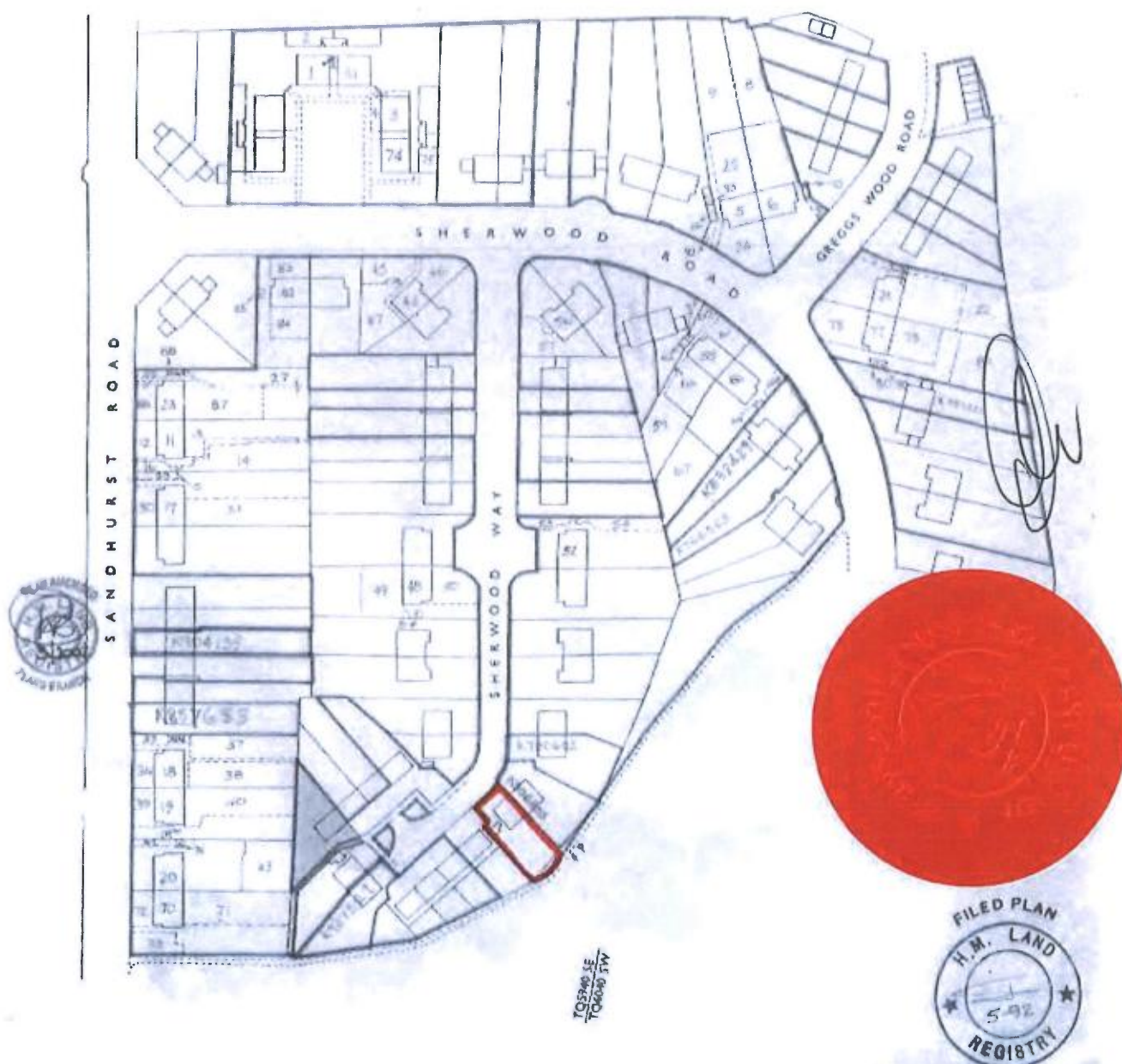
PLAN 3

H.M. LAND REGISTRY		TITLE NUMBER	
		K713968	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5940	SECTION H	Scale 1:1250
COUNTY KENT		DISTRICT TUNBRIDGE WELLS	
		© Crown copyright	



NOTE - THE LAND TINTED GREEN HEREON
IS NOT INCLUDED IN THIS TITLE

TQ 5940 NE
TQ 5940 NW



TQ 5940 SE
TQ 5940 SW

PLANS 4



[Handwritten signature]

PLANS

H.M. LAND REGISTRY		TITLE NUMBER K892443 K712708	
ORDNANCE SURVEY PLAN REFERENCE	TQ 7630	SECTION F	Scale 0/1250 Enlarged from 1:2500
COUNTY KENT	DISTRICT TUNBRIDGE WELLS HAWKHURST PARISH		(c) Crown copyright 1976



Schedule 2

Notice of Assignment

To: ♦

Dated: ♦

Notice of assignment

We hereby give notice that by a legal mortgage dated [] 2019 made between Town and Country Housing as Chargor (**Chargor**) and Prudential Trustee Company Limited as security trustee (**Security Trustee**) (**Charge**), the Chargor assigned to the Security Trustee as Security Trustee for and on behalf of itself and the Beneficiaries (as defined in the Charge) from time to time all its rights, title and interest in [*describe assigned assets*] (**Assigned Assets**) as security for the payment of all Secured Obligations (as defined in the Charge).

By signing and returning to the Security Trustee the additional copy of this notice, please acknowledge notice of the Charge and confirm and agree that:

- 1 you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Assigned Assets;
- 2 all monies due or to become due from you to the Chargor under the Assigned Assets shall be paid to the Chargor's account with ♦ (account number: ♦; sort code: ♦) or to such other account as the Security Trustee may notify you in writing and without set-off or counterclaim save as provided in the Assigned Assets; and
- 3 you will not without prior written consent of the Security Trustee determine or amend the Assigned Assets.

Until the Security Trustee shall serve written notice to the contrary, the Chargor shall be entitled, subject to the provisions of this notice, to exercise its rights under the Assigned Assets.

Yours faithfully

.....
Duly authorised signatory
for and on behalf of
Town and Country Housing
as Chargor

To: **Prudential Trustee Company Limited**
(in its capacity as Security Trustee for the Beneficiaries);

and

To: ♦

Acknowledgement

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

..... Dated:
Duly authorised signatory
for and on behalf of
♦

EXECUTION PAGE OF THE LEGAL MORTGAGE

Chargor

The common seal of)
Town and Country Housing)
was affixed to this Deed in the presence of)

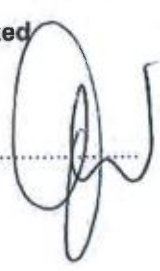
.....
Authorised Signatory

.....
Authorised Signatory

Security Trustee

Executed as a deed by affixing the common)
seal of)
Prudential Trustee Company Limited)
in the presence of

.....
Sealing Officer


U Avan-Nomayo



EXECUTION PAGE OF THE LEGAL MORTGAGE

Chargor

The common seal of)
Town and Country Housing)
was affixed to this Deed in the presence of)

R. O. Harris
Authorised Signatory

J. M. Egan
Authorised Signatory



Security Trustee

Executed as a deed by affixing the common)
seal of)
Prudential Trustee Company Limited)
in the presence of

.....
Sealing Officer

Recording a charge

Section 1 – About this form

Use this form to record a charge under the Co-operative and Community Benefit Societies Act 2014 (including credit unions); or Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 (excluding credit unions).

Part 5 of the Co-operative and Community Benefit Societies Act 2014 enables charges over the assets of a society to be recorded with us. For English and Welsh societies, fixed or floating charges can be recorded. For Scottish societies, only floating charges can be registered. Section 29 of the Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 enables charges (fixed or floating) over the assets of a society to be recorded with us.

Use this form to record a charge. If you complete the form correctly and send it to us in time with a copy of the charge, we will record the charge as appropriate and send you a formal notification.

Send this application form and the instrument to us within 21 days (including the date of signing) of the date the charge document was signed.

We have the discretion to extend the 21 day deadline where it has been missed by reason of inadvertence or other sufficient cause. Further information is provided in this form.

For information about our approach to charges under the Co-operative and Community Benefit Societies Act 2014 please see our guidance at <http://www.fca.org.uk/static/documents/fg15-12.pdf>

Please note that this form, including any details provided on the form, will be made available to the public through the Mutuels Public Register: <https://mutuals.fca.org.uk>.

Section 2 – About this application

2.1 What is the name and register number of your society?

Society name	Town and Country Housing
Register number	30167R

2.2 Who can we contact about this application?

Name	Nicola Almond
Role	Solicitor
Email address	nalmond@trowers.com
Phone number	0161 838 2056

Section 3 – About the charge

3.1 Which of the following are you asking us to do?

Record a charge (not available for societies in Scotland) ☒

Register a floating charge (Scottish societies only) ☐

3.2 Who are the parties to the charge?

Name	(1) Town and Country Housing
Name	(2) Prudential Trustee Company Limited
Name	
Name	

3.3 What date was the charge executed?

1	0	0	5	2	0	1	9
---	---	---	---	---	---	---	---

3.4 Please confirm you have attached a certified copy of the charge:

Certified copy of the charge attached ☒

3.5 Has the application been submitted within the 21 day limit?

Yes ☒

No ☐ Please provide reasons below

To decide if we can extend the registration period we need to know the reasons for the late application. Your answer should explain why the application was submitted late. Please ensure you provide sufficient information for us to

determine whether the application is late by reason of inadvertence or some other sufficient cause.

--

Section 4 – Declaration

Please ensure this form is signed by one of the following:

- The secretary of the society or credit union; or
- A solicitor acting on behalf of the society or credit union; or
- A person interested in the charge on behalf of the society or credit union.

Name	Trowers & Hamlins LLP
My signature below confirms that the information in this form is accurate to the best of my knowledge	
Signature	
Position	Solicitors for and behalf of the society
Date	23/05/2019

Section 5 – Submitting this form

Please submit a signed, scanned version of your application by email to: musal.socleties@fca.org.uk

Or please submit by post to:

Musal Socleties
Financial Conducl Authority
12 Endeavour Square
London
E20 1JN

This form is available on the **Mutuals Soclety Portal**:
<https://socletyportal.fca.org.uk>