

**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

Dated

*10 May*

2019

**TOWN AND COUNTRY HOUSING**  
as Chargor

**PRUDENTIAL TRUSTEE COMPANY LIMITED**  
as Security Trustee

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**LEGAL MORTGAGE**

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(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](mailto: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
5520010000	1 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5520020000	2 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5520030000	3 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5520040000	4 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5520080000	8 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5520090000	9 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5540050000	5 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5540060000	6 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
5540070000	7 Craftmens Cottages		Blackboys	UCKFIELD	TN22 5ER	ESX114399
206001000N	Flat 1 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206002000N	Flat 2 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206003000N	Flat 3 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206004000N	Flat 4 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206005000N	Flat 5 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206006000N	Flat 6 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206007000N	Flat 7 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206008000N	Flat 8 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206009000N	Flat 9 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206010000N	Flat 10 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
206011000N	Flat 11 Phoenix House	Croham Road		CROWBOROUGH	TN6 2QZ	ESX170046
2530620000	62a Vernon Road			UCKFIELD	TN22 5DY	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129
25362B0000	62b Vernon Road			UCKFIELD	TN22 5DY	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129

254001 0000	1 Vernon Close			UCKFIELD	TN22 5EJ	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129
254002 0000	2 Vernon Close			UCKFIELD	TN22 5EJ	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129
254003 0000	3 Vernon Close			UCKFIELD	TN22 5EJ	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129
254004 0000	4 Vernon Close			UCKFIELD	TN22 5EJ	ESX276728 (part only being the land edged and numbered 1 & 2 in blue on the title plan), ESX144637 & ESX318129
553007 0000	7 Shetland Close			HAILSHAM	BN27 3GS	ESX312951
553008 0000	8 Shetland Close			HAILSHAM	BN27 3GS	ESX312951
553009 0000	9 Shetland Close			HAILSHAM	BN27 3GS	ESX312951
553010 0000	10 Shetland Close			HAILSHAM	BN27 3GS	ESX312951
551005 0000	5 Shetland Close			Hailsham	BN27 3GS	ESX312951
551006 0000	6 Shetland Close			Hailsham	BN27 3GS	ESX312951
553011 0000	11 Shetland Close			Hailsham	BN27 3GS	ESX312951
725005 700A	57a Gordon Road		Buxted	UCKFIELD	TN22 4LJ	ESX325631
725005 700B	57b Gordon Road		Buxted	UCKFIELD	TN22 4LJ	ESX325631
BD3122 0006	6 Bethany Close			CROWBOR OUGH	TN6 2FW	ESX362841
BD3122 0007	7 Bethany Close			CROWBOR OUGH	TN6 2FW	ESX362841
BC3122 0004	9 Bethany Close			CROWBOR OUGH	TN6 2FW	ESX362841
BC3122 0003	10 Bethany Close			CROWBOR OUGH	TN6 2FW	ESX362841
BC3122 0002	11 Bethany Close			CROWBOR OUGH	TN6 2FW	ESX362841
BD3122 0005	8 Bethany Close			Crowborough	TN6 2FW	ESX362841
BC3122 0001	12 Bethany Close			Crowborough	TN6 2FW	ESX362841
262001	1 Thomas Smith Cottages	Park View	Herstmo	HAILSHAM	BN27	ESX58665



0000			ncean		4JR	
262002 0000	2 Thomas Smith Cottages	Park View	Herstmo nceux	HAILSHAM	BN27 4JR	ESX58665
262003 0000	3 Thomas Smith Cottages	Park View	Herstmo nceux	HAILSHAM	BN27 4JR	ESX58665
262004 0000	4 Thomas Smith Cottages	Park View	Herstmo nceux	HAILSHAM	BN27 4JR	ESX58665
261001 0000	Flat 1 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
261002 0000	Flat 2 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
261003 0000	Flat 3 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
261004 0000	Flat 4 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
261005 0000	Flat 5 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
261006 0000	Flat 6 The Old Trug Shop House	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
263001 0000	1 Willow Cottages	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
263002 0000	2 Willow Cottages	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
263003 0000	3 Willow Cottages	Hailsham Road	Herstmo nceux	HAILSHAM	BN27 4LW	ESX58665
608001 0000	Flat 1 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608002 0000	Flat 2 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608003 0000	Flat 3 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608004 0000	Flat 4 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608005 0000	Flat 5 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608006 0000	Flat 6 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608007 0000	Flat 7 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608008 0000	Flat 8 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608009 0000	Flat 9 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608010 0000	Flat 10 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608011 0000	Flat 11 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608012 0000	Flat 12 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608013 0000	Flat 13 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608014 0000	Flat 14 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608015 0000	Flat 15 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608016 0000	Flat 16 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608017 0000	Flat 17 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608018 0000	Flat 18 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608030 0000	Flat 30 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608031 0000	Flat 31 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608032 0000	Flat 32 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608033	Flat 33 Bellwood Court	Sutton Road		MAIDSTONE	ME15	K196176



0000					8RB	
608034 0000	Flat 34 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608035 0000	Flat 35 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608036 0000	Flat 36 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
608037 0000	Flat 37 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609019 0000	Flat 19 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609020 0000	Flat 20 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609021 0000	Flat 21 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609022 0000	Flat 22 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609023 0000	Flat 23 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609024 0000	Flat 24 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609025 0000	Flat 25 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609026 0000	Flat 26 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609027 0000	Flat 27 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609028 0000	Flat 28 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
609029 0000	Flat 29 Bellwood Court	Sutton Road		MAIDSTONE	ME15 8RB	K196176
839063 0002	63 Stanley Road			TUNBRIDGE WELLS	TN1 2RJ	K215134
523001 0000	Flat 1 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523002 0000	Flat 2 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523003 0000	Flat 3 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523004 0000	Flat 4 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523005 0000	Flat 5 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523006 0000	Flat 6 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523007 0000	Flat 7 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523008 0000	Flat 8 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523009 0000	Flat 9 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523010 0000	Flat 10 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523011 0000	Flat 11 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523012 0000	Flat 12 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523013 0000	Flat 13 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523014 0000	Flat 14 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523015 0000	Flat 15 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523016 0000	Flat 16 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523017 0000	Flat 17 St Lukes Court	Boundary Road		RAMSGATE	CT11 7NF	K229863
523018	Flat 18 St Lukes Court	Boundary		RAMSGATE	CT11	K229863



0000		Road			7NF	
681001 0000	Flat 1 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681002 0000	Flat 2 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681003 0000	Flat 3 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681004 0000	Flat 4 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681005 0000	Flat 5 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681006 0000	Flat 6 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681007 0000	Flat 7 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681008 0000	Flat 8 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681009 0000	Flat 9 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681010 0000	Flat 10 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681011 0000	Flat 11 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681012 0000	Flat 12 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681013 0000	Flat 13 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681014 0000	Flat 14 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681015 0000	Flat 15 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681016 0000	Flat 16 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681017 0000	Flat 17 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681018 0000	Flat 18 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681019 0000	Flat 19 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681020 0000	Flat 20 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681021 0000	Flat 21 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681022 0000	Flat 22 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681023 0000	Flat 23 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681024 0000	Flat 24 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681025 0000	Flat 25 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
681026 0000	Flat 26 Crown Wood Court	Wallis Avenue		MAIDSTONE	ME15 9WD	K255996
526001 0000	Flat 1, 80 Sweyn Road		Cliftonvill e	MARGATE	CT9 2DD	K279921
526002 0000	Flat 2, 80 Sweyn Road		Cliftonvill e	MARGATE	CT9 2DD	K279921
526003 0000	Flat 3, 80 Sweyn Road		Cliftonvill e	MARGATE	CT9 2DD	K279921
524010 000	Flat 1 77, Eastern Esplanade		Cliftonvill e	MARGATE	CT9 2JP	K344900
524020 000	Flat 2 77, Eastern Esplanade		Cliftonvill e	MARGATE	CT9 2JP	K344900
524030 000	Flat 3 77, Eastern Esplanade		Cliftonvill e	MARGATE	CT9 2JP	K344900
524004 0000	Flat 4 77, Eastern Esplanade		Cliftonvill e	Margate	CT9 2JP	K344900
744017	177 High Street			HERNE BAY	CT6	K368863



7000					5AF	
744017 9000	179 High Street			HERNE BAY	CT6 5AF	K368863
746002 0000	20 Town Court	High Street		HERNE BAY	CT6 5AF	K368863
746002 1000	21 Town Court	High Street		HERNE BAY	CT6 5AF	K368863
746000 1000	1 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 2000	2 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 3000	3 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 4000	4 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 5000	5 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 6000	6 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 7000	7 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 8000	8 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746000 9000	9 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 0000	10 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 1000	11 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 2000	12 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 4000	14 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 5000	15 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 6000	16 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 7000	17 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 8000	18 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
746001 9000	19 Town Court	High Street		HERNE BAY	CT6 5AU	K368863
654000 1000	Flat 1 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 2000	Flat 2 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 3000	Flat 3 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 4000	Flat 4 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 5000	Flat 5 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 6000	Flat 6 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 7000	Flat 7 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 8000	Flat 8 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654000 9000	Flat 9 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 0000	Flat 10 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 1000	Flat 11 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 2000	Flat 12 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001	Flat 14 Victoria Court	Victoria Road		RAMSGATE	CT11	K476070 and



4000					8PP	K618978
654001 5000	Flat 15 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 6000	Flat 16 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 7000	Flat 17 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 8000	Flat 18 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 9000	Flat 19 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654002 0000	Flat 20 Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
654001 2A00	Flat 12a Victoria Court	Victoria Road		RAMSGATE	CT11 8PP	K476070 and K618978
850001 000N	Flat 1, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850002 000N	Flat 2, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850003 000N	Flat 3, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850004 000N	Flat 4, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850005 000N	Flat 5, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850006 000N	Flat 6, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850007 000N	Flat 7, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850008 000N	Flat 8, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
850009 000N	Flat 9, 71 Tunnel Road			TUNBRIDGE WELLS	TN1 2BW	K483620 / K535905
092111 000N	111 Church Lane			DEAL	CT14 9QL	K528295
BF3087 0004	4 Wood Avenue			Folkestone	CT19 6HT	K585471
600196 0000	196 Margate Road			RAMSGATE	CT12 6AG	K62270
564001 0000	Flat 1, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564002 0000	Flat 2, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564003 0000	Flat 3, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564004 0000	Flat 4, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564005 0000	Flat 5, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564006 0000	Flat 6, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564007 0000	Flat 7, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564008 0000	Flat 8, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564009 0000	Flat 9, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564010 0000	Flat 10, 42 Folkestone Road			DOVER	CT17 9FD	K657512
564011 0000	Flat 11, 42 Folkestone Road			DOVER	CT17 9FD	K657512
536002 0000	Flat 2 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536003 0000	Flat 3 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536004 0000	Flat 4 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536005	Flat 5 Katherine Court	Fox Street		GILLINGHA	ME7	K666886

0000				M	1GR	
536006 0000	Flat 6 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536007 0000	Flat 7 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536008 0000	Flat 8 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536009 0000	Flat 9 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536010 0000	Flat 10 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
536011 0000	Flat 11 Katherine Court	Fox Street		GILLINGHA M	ME7 1GR	K666886
534034 A000	30 Arden Street			GILLINGHA M	ME7 1HR	K506056
BC3006 0001	1 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0002	2 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0003	3 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0004	4 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0005	5 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0006	6 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0007	7 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0008	8 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0036	9 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0009	10 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0010	11 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the



						title plan)
BC3006 0011	12 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0012	13 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0013	14 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0014	15 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0037	16 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0015	17 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0016	18 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0017	19 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0018	20 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0019	21 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0020	22 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0038	23 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0021	24 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)

BC3006 0022	25 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0023	26 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0024	27 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0039	28 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0025	29 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0026	30 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0027	31 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0028	32 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0029	33 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0030	34 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0031	35 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0032	36 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0033	37 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3006 0034	38 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the



						title plan)
BC3006 0035	39 Macdonald Court	Courthope	Paddock Wood	Tonbridge	TN12 6JH	K712646 (part only being the land tinted pink on the title plan)
BC3005 0013	1 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0015	2 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0012	3 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0010	4 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0006	5 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0001	6 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0009	7 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0005	8 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0021	9 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0007	10 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0003	11 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0022	12 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)

BC3005 0020	13 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0018	14 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0017	15 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0014	16 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0011	17 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0008	18 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0004	19 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0023	20 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0024	21 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0002	22 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0016	23 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
BC3005 0019	24 Major Clarke House	Ropewalk		TUNBRIDGE WELLS	TN17 3EU	K712676 (part only being the land hatched blue on the title plan)
768000 0000	1 School Lodge	Broadwater Lane		TUNBRIDGE WELLS	TN2 5RP	K712688 (part only being the land edged blue on the title plan)
BC3097 0002	2 St James Court Wood Street			TUNBRIDGE WELLS	TN1 2QS	K712738 (part only being the land hatched blue on the



						title plan)
BC3023 0002	86 Clifton Road			TUNBRIDGE WELLS	TN2 3AU	K713957 (part only being the land hatched mauve on the title plan)
BC3023 0003	88 Clifton Road			TUNBRIDGE WELLS	TN2 3AU	K713957 (part only being the land hatched mauve on the title plan)
BC3023 0004	90 Clifton Road			TUNBRIDGE WELLS	TN2 3AU	K713957 (part only being the land hatched mauve on the title plan)
BC3023 0005	92 Clifton Road			TUNBRIDGE WELLS	TN2 3AU	K713957 (part only being the land hatched mauve on the title plan)
709025 0007	Flat 25 George Street			TUNBRIDGE WELLS	TN2 4SR	K720925
920041 000N	41 Orchard Avenue			DEAL	CT14 9RW	K723448
156015 000N	15 Grantham Avenue			DEAL	CT14 9SD	K744483
248001 0000	1 Hyton Drive			DEAL	CT14 9WG	K797040
248002 0000	2 Hyton Drive			DEAL	CT14 9WG	K797040
248003 0000	3 Hyton Drive			DEAL	CT14 9WG	K797040
248004 0000	4 Hyton Drive			DEAL	CT14 9WG	K797040
248005 0000	5 Hyton Drive			DEAL	CT14 9WG	K797040
248006 0000	6 Hyton Drive			DEAL	CT14 9WG	K797040
248007 0000	7 Hyton Drive			DEAL	CT14 9WG	K797040
248008 0000	8 Hyton Drive			DEAL	CT14 9WG	K797040
248010 0000	10 Hyton Drive			DEAL	CT14 9WG	K797040
248012 0000	12 Hyton Drive			DEAL	CT14 9WG	K797040
249006 0000	6 Court Lodge	Church Lane		DEAL	CT14 9WH	K797040
249007 0000	7 Court Lodge	Church Lane		DEAL	CT14 9WH	K797040
249008 0000	8 Court Lodge	Church Lane		DEAL	CT14 9WH	K797040
249009 0000	9 Court Lodge	Church Lane		DEAL	CT14 9WH	K797040
252001 0000	1 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252002 0000	2 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252003 0000	3 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252004 0000	4 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252005 0000	5 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040

252006 0000	6 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252007 0000	7 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
252008 0000	8 Hyton Court	Church Lane		DEAL	CT14 9WT	K797040
789042 0003	Rose Valley	Caley Road		TUNBRIDGE WELLS	TN2 3BG	K807439 (part only being the land edged and numbered 1 in blue on the title plan)
740000 2A00	2a Fieldways		Hawkhur st	CRANBROO K	TN18 4HU	K807443 (part only being the land edged and numbered 1 in blue on the title plan)
652000 1000	1 Woolley Grove		Southbor ough	TUNBRIDGE WELLS	TN4 0FD	K807500 (part only being the land edged in blue on the title plan)
652000 2000	2 Woolley Grove		Southbor ough	TUNBRIDGE WELLS	TN4 0FD	K807500 (part only being the land edged in blue on the title plan)
652000 3000	3 Woolley Grove		Southbor ough	TUNBRIDGE WELLS	TN4 0FD	K807500 (part only being the land edged in blue on the title plan)
652000 4000	4 Woolley Grove		Southbor ough	TUNBRIDGE WELLS	TN4 0FD	K807500 (part only being the land edged in blue on the title plan)
652000 5000	5 Woolley Grove		Southbor ough	TUNBRIDGE WELLS	TN4 0FD	K713962
986001 000N	1 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986003 000N	3 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986005 000N	5 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986007 000N	7 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986009 000N	9 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986010 000N	10 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379 / K856144
986011 000N	11 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986012 000N	12 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379 / K856144
986014 000N	14 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379 / K856144
986016 000N	16 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986018 000N	18 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
98601A 000N	1a Mill Green		Eastry	SANDWICH	CT13 0LE	K816379
986020 000N	20 Mill Green		Eastry	SANDWICH	CT13 0LE	K816379



986022 000N	22 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986024 000N	24 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986026 000N	26 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986028 000N	28 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986030 000N	30 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986032 000N	32 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986034 000N	34 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986036 000N	36 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986038 000N	38 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98603A 000N	3a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986040 000N	40 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986042 000N	42 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
986044 000N	44 Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98610A 000N	10a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379 / K856144
98614A 000N	14a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98616A 000N	16a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98618A 000N	18a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98620A 000N	20a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98624A 000N	24a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98626A 000N	26a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98644A 000N	44a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379
98612A 000N	12a Mill Green		Eastry	SANDWICH	CT13 OLE	K816379 / K856144
684001 0001	Flat 1, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0002	Flat 2, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0003	Flat 3, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0004	Flat 4, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0005	Flat 5, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0006	Flat 6, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0007	Flat 7, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0008	Flat 8, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0009	Flat 9, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0010	Flat 10, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0011	Flat 11, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0012	Flat 12, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986

684001 0013	Flat 13, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0014	Flat 14, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0015	Flat 15, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684001 0016	Flat 16, 1 Peto Close	Eastfields		FOLKESTO NE	CT19 5SQ	K821986
684002 0001	Flat 1, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0002	Flat 2, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0003	Flat 3, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0004	Flat 4, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0005	Flat 5, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0006	Flat 6, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0007	Flat 7, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0008	Flat 8, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0009	Flat 9, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0010	Flat 10, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0011	Flat 11, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0012	Flat 12, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0013	Flat 13, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684002 0014	Flat 14, 2 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684003 0000	3 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684004 0000	4 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684005 0000	5 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684006 0000	6 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684007 0000	7 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684008 0000	8 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
684009 0000	9 Peto Close	Eastfields		FOLKESTO NE	CT19 5ST	K821986
219001 000N	Flat 1 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
219002 000N	Flat 2 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
219003 000N	Flat 3 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
219004 000N	Flat 4 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
219005 000N	Flat 5 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
219006 000N	Flat 6 Kingfisher House	61 High Street		GRAVESEN D	DA11 0DA	K826189
220001 000N	Flat 1 Mayflowerhouse	30 Princes Street		GRAVESEN D	DA11 0DB	K826189
220002 000N	Flat 2 Mayflowerhouse	30 Princes Street		GRAVESEN D	DA11 0DB	K826189
220003 000N	Flat 3 Mayflowerhouse	30 Princes Street		GRAVESEN D	DA11 0DB	K826189



220004 000N	Flat 4 Mayflowerhouse	30 Princes Street		GRAVESEN D	DA11 0DB	K826189
220005 000N	Flat 5 Mayflowerhouse	30 Princes Street		GRAVESEN D	DA11 0DB	K826189
961033 000N	33 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961034 000N	34 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961035 000N	35 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961036 000N	36 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961037 000N	37 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961038 000N	38 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961039 000N	39 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961040 000N	40 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961041 000N	41 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961042 000N	42 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961043 000N	43 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961044 000N	44 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961055 000N	55 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961056 000N	56 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961057 000N	57 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961058 000N	58 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961059 000N	59 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961060 000N	60 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961061 000N	61 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
961062 000N	62 Greenhill		Staplehu rst	TONBRIDGE	TN12 0SU	K847252
479008 0000	8 The Oaks		Hersden	CANTERBU RY	CT3 4HN	K855878
479010 0000	10 The Oaks		Hersden	CANTERBU RY	CT3 4HN	K855878
479012 0000	12 The Oaks		Hersden	CANTERBU RY	CT3 4HN	K855878
479014 0000	14 The Oaks		Hersden	CANTERBU RY	CT3 4HN	K855878
617010 0001	1 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0002	2 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0003	3 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0004	4 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0005	5 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0006	6 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
617010 0007	7 Hamilton House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
618010 0001	1 Hardy House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503

618010 0002	2 Hardy House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
618010 0003	3 Hardy House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
618010 0004	4 Hardy House	Clare Avenue		TONBRIDGE	TN9 1AH	K859503
257001 0000	Flat 1 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257002 0000	Flat 2 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257003 0000	Flat 3 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257004 0000	Flat 4 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257005 0000	Flat 5 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257006 0000	Flat 6 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257007 0000	Flat 7 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257008 0000	Flat 8 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257009 0000	Flat 9 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
257010 0000	Flat 10 Tivoli House	Windmill Street		GRAVESEN D	DA12 1JP	K874149
268001 0000	1 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268002 0000	2 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268003 0000	3 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268004 0000	4 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268005 0000	5 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268006 0000	6 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268007 0000	7 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
268008 0000	8 Bramley Close		Ash	CANTERBU RY	CT3 2BT	K881020
724000 7001	Flat 1, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7002	Flat 2, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7003	Flat 3, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7004	Flat 4, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7005	Flat 5, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7006	Flat 6, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7007	Flat 7, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 7008	Flat 8, 7 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9001	Flat 1, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9002	Flat 2, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9003	Flat 3, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9004	Flat 4, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9005	Flat 5, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687



724000 9006	Flat 6, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9007	Flat 7, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
724000 9008	Flat 8, 9 Boundary Road			RAMSGATE	CT11 7NA	K882687
723000 1000	1 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 2000	2 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 3000	3 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 4000	4 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 5000	5 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 6000	6 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 7000	7 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 8000	8 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723000 9000	9 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 0000	10 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 1000	11 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 2000	12 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 3000	13 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 4000	14 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 5000	15 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
722011 1000	111 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
722011 3000	113 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
722011 5000	115 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
722011 7000	117 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
722011 9000	119 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
722012 1000	121 Hardres Street			RAMSGATE	CT11 8FF	K882687 / K951528
723001 6000	16 Pike Lane			Ramsgate	CT11 8FE	K882687 / K951528
723001 7000	17 Pike Lane			Ramsgate	CT11 8FE	K882687 / K951528
723001 8000	18 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723001 9000	19 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
723002 0000	20 Pike Lane			RAMSGATE	CT11 8FE	K882687 / K951528
366001 0000	Flat 1 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017
366002 0000	Flat 2 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017
366003 0000	Flat 3 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017
366004 0000	Flat 4 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017
366005 0000	Flat 5 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017

366006 0000	Flat 6 Cliffside Court	West Hill		DARTFORD	DA1 2EF	K884017
482001 0000	1 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482002 0000	2 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482003 0000	3 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482004 0000	4 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482005 0000	5 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482006 0000	6 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482007 0000	7 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482008 0000	8 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
482009 0000	9 Acacia House	Milner Crescent	Aylesha m	CANTERBU RY	CT3 3BH	K891921
383312 0000	312 Reculver Road			HERNE BAY	CT6 6SR	K900148
383314 0000	314 Reculver Road			HERNE BAY	CT6 6SR	K900148
383316 0000	316 Reculver Road			HERNE BAY	CT6 6SR	K900148
383318 0000	318 Reculver Road			HERNE BAY	CT6 6SR	K900148
382002 0000	2 May Street			HERNE BAY	CT6 6TP	K900148
382003 0000	3 May Street			HERNE BAY	CT6 6TP	K900148
382004 0000	4 May Street			HERNE BAY	CT6 6TP	K900148
380306 0000	306 Reculver Road			Herne Bay	CT6 6SR	K900148
380308 0000	308 Reculver Road			Herne Bay	CT6 6SR	K900148
380310 0000	310 Reculver Road			Herne Bay	CT6 6SR	K900148
380320 0000	320 Reculver Road			Herne Bay	CT6 6SR	K900148
381001 0000	1 May Street			Herne Bay	CT6 6TP	K900148
544001 0000	Flat 1 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544002 0000	Flat 2 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544003 0000	Flat 3 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544004 0000	Flat 4 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544005 0000	Flat 5 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544006 0000	Flat 6 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544007 0000	Flat 7 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544008 0000	Flat 8 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544009 0000	Flat 9 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544010 0000	Flat 10 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544011 0000	Flat 11 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
544012 0000	Flat 12 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825



544013 0000	Flat 13 Sandown House	Greggs Wood Road		TUNBRIDGE WELLS	TN2 3LW	K900825
429016 A000	16a Brymore Road			CANTERBU RY	CT1 1JE	K908289
432003 0000	Flat 3 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432005 0000	Flat 5 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432007 0000	Flat 7 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432009 0000	Flat 9 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432011 0000	Flat 11 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432015 0000	Flat 15 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432017 0000	Flat 17 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432019 0000	Flat 19 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432021 0000	Flat 21 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432023 0000	Flat 23 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
432025 0000	Flat 25 Newsom House	Annison Street		TONBRIDGE	TN9 1BF	K913611
598004 0000	4 Addison Road			TUNBRIDGE WELLS	TN2 3GG	K920528
598005 0000	5 Addison Road			TUNBRIDGE WELLS	TN2 3GG	K920528
597004 0000	4 Queripel Close			TUNBRIDGE WELLS	TN2 3GH	K920528
597005 0000	5 Queripel Close			TUNBRIDGE WELLS	TN2 3GH	K920528
385001 0000	1 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385002 0000	2 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385003 0000	3 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385004 0000	4 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385005 0000	5 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385006 0000	6 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385007 0000	7 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)

385008 0000	8 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385009 0000	9 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385010 0000	10 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385011 0000	11 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385012 0000	12 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385013 0000	13 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385014 0000	14 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385015 0000	15 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385016 0000	16 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385017 0000	17 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385018 0000	18 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385019 0000	19 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385020 0000	20 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
385021 0000	21 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the



						title plan)
385022 0000	22 Lucas Close			TUNBRIDGE WELLS	TN2 3GJ	K925260 (part only being the land tinted pink on the title plan)
354006 0000	6 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354007 0000	7 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354008 0000	8 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354009 0000	9 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354010 0000	10 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354011 0000	11 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354012 0000	12 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354013 0000	13 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
354014 0000	14 Temple Way			TUNBRIDGE WELLS	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
353001 0000	1 Dougall Close			Tunbridge Wells	TN2 3GN	K925260 (part only being the land tinted pink on the title plan)
355017 0000	17 Temple Way			Tunbridge Wells	TN2 3GL	K925260 (part only being the land tinted pink on the title plan)
356093 0000	93 Addison Road			Tunbridge Wells	TN2 3GG	K925260 (part only being the land tinted pink on the title plan)

356094 0000	94 Addison Road			Tunbridge Wells	TN2 3GG	K925260 (part only being the land tinted pink on the title plan)
555005 0000	5 Jackwood Way			TUNBRIDGE WELLS	TN1 2GA	K927447
555006 0000	6 Jackwood Way			TUNBRIDGE WELLS	TN1 2GA	K927447
565001 0000	Apartment 1 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565002 0000	Apartment 2 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565003 0000	Apartment 3 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565004 0000	Apartment 4 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565005 0000	Apartment 5 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565006 0000	Apartment 6 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565007 0000	Apartment 7 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565008 0000	Apartment 8 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565013 0000	Apartment 13 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565014 0000	Apartment 14 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565015 0000	Apartment 15 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565016 0000	Apartment 16 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565018 0000	Apartment 18 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565019 0000	Apartment 19 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565021 0000	Apartment 21 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
565022 0000	Apartment 22 Wharf House	Jackwood Way		TUNBRIDGE WELLS	TN1 2GB	K927447
599001 0000	Apartment 1 Jackwood Court	Jackwood Way		TUNBRIDGE WELLS	TN1 2GE	K927447
599002 0000	Apartment 2 Jackwood Court	Jackwood Way		TUNBRIDGE WELLS	TN1 2GE	K927447
599003 0000	Apartment 3 Jackwood Court	Jackwood Way		TUNBRIDGE WELLS	TN1 2GE	K927447
566009 0000	Apartment 9 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566010 0000	Apartment 10 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566011 0000	Apartment 11 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566012 0000	Apartment 12 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566017 0000	Apartment 17 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566020 0000	Apartment 20 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566023 0000	Apartment 23 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
566024 0000	Apartment 24 Wharf House Jackwood Way			Tunbridge Wells	TN1 2GB	K927447
522012 0001	12a Stanley Road		Cheriton	FOLKESTO NE	CT19 4LQ	K929501
522012 0002	12b Stanley Road		Cheriton	FOLKESTO NE	CT19 4LQ	K929501
615001	Flat 1 Radcliffe Court	Sir John		HYPHE	CT21	K938944



0000		Moore Avenue			5DA	
615002 0000	Flat 2 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615003 0000	Flat 3 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615004 0000	Flat 4 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615005 0000	Flat 5 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615006 0000	Flat 6 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615007 0000	Flat 7 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615008 0000	Flat 8 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615009 0000	Flat 9 Radcliffe Court	Sir John Moore Avenue		HYTHE	CT21 5DA	K938944
615014 0000	Flat 14 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615015 0000	Flat 15 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615017 0000	Flat 17 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615018 0000	Flat 18 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615013 0000	Flat 13 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615010 0000	Flat 10 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615011 0000	Flat 11 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615012 0000	Flat 12 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
615016 0000	Flat 16 Radcliffe Court Sir John Moore Avenue			Hythe	CT21 5DA	K938944
628010 0019	19 Hopfield Close		Otford	SEVENOAK S	TN14 5FB	K944147
628010 0020	20 Hopfield Close		Otford	SEVENOAK S	TN14 5FB	K944147
628020 0021	21 Hopfield Close		Otford	SEVENOAK S	TN14 5FB	K944147
628020 0022	22 Hopfield Close		Otford	SEVENOAK S	TN14 5FB	K944147
628010 0015	15 Hopfield Close		Otford	Sevenoaks	TN14 5FB	K944147
628010 0016	16 Hopfield Close		Otford	SEVENOAK S	TN14 5FB	K944147
628010 0018	18 Hopfield Close		Otford	Sevenoaks	TN14 5FB	K944147
678026 0001	Flat 1, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0002	Flat 2, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0003	Flat 3, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0004	Flat 4, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0005	Flat 5, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0006	Flat 6, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0007	Flat 7, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0008	Flat 8, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0009	Flat 9, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026	Flat 10, 26 Annison Street			TONBRIDGE	TN9	K949690

0010					1FL	
678026 0011	Flat 11, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0012	Flat 12, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0013	Flat 13, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0014	Flat 14, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0015	Flat 15, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
678026 0016	Flat 16, 26 Annison Street			TONBRIDGE	TN9 1FL	K949690
675000 1000	Flat 1 Stone House	Page Road	Hawking e	FOLKESTO NE	CT18 7SF	K957755
675000 2000	Flat 2 Stone House	Page Road	Hawking e	FOLKESTO NE	CT18 7SF	K957755
675000 3000	Flat 3 Stone House	Page Road	Hawking e	FOLKESTO NE	CT18 7SF	K957755
668000 1000	Flat 1 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
668000 2000	Flat 2 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
668000 3000	Flat 3 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
668000 4000	Flat 4 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
668000 5000	Flat 5 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
668000 6000	Flat 6 Milway Place	Page Road	Hawking e	FOLKESTO NE	CT18 7SL	K957755
659000 1000	Flat 1 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 2000	Flat 2 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 3000	Flat 3 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 4000	Flat 4 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 5000	Flat 5 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 6000	Flat 6 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 7000	Flat 7 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 8000	Flat 8 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659000 9000	Flat 9 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659001 0000	Flat 10 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659001 1000	Flat 11 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
659001 2000	Flat 12 Whitworth Court	28 Page Road	Hawking e	FOLKESTO NE	CT18 7TP	K957755 / K957767
186001 000N	Flat 1 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186002 000N	Flat 2 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186003 000N	Flat 3 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186004 000N	Flat 4 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186005 000N	Flat 5 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186006 000N	Flat 6 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186007	Flat 7 Peronne Court	High Street		UCKFIELD	TN22	SX68832



000N					1BL	
186008 000N	Flat 8 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186009 000N	Flat 9 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
186010 000N	Flat 10 Peronne Court	High Street		UCKFIELD	TN22 1BL	SX68832
BF3022 0006	2 Markets Heath Close	Brenchley Road		Brenchley	TN12 7PB	TT18434
BF3022 0007	3 Markets Heath Close	Brenchley Road		Brenchley	TN12 7PB	TT18434
BC3022 0002	4 Markets Heath Close	Brenchley Road		Brenchley	TN12 7PB	TT18434
BC3022 0001	5 Markets Heath Close	Brenchley Road		Brenchley	TN12 7PB	TT18434
BE3022 0004	Birchett Cottage	Markets Heath Close		Brenchley	TN12 7PB	TT18434
BE3022 0005	Bluebell Cottage	Markets Heath Close		Brenchley	TN12 7PB	TT18434
BD3022 0003	1 Markets Heath Close	Brenchley Road		Brenchley	TN12 7PB	TT18434

## 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**

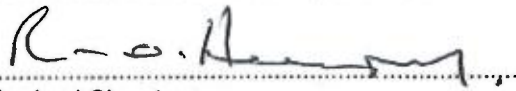
We hereby confirm and agree to the terms set out above.


..... 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



EXECUTION PAGE OF THE LEGAL MORTGAGE

**Chargor**

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

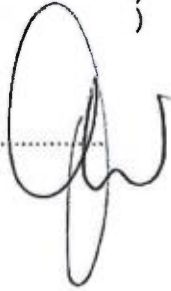
.....  
Authorised Signatory

.....  
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



# 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?

<b>Society name</b>	Town and Country Housing
<b>Register number</b>	30167R



## 2.2 Who can we contact about this application?

<b>Name</b>	Nicola Almond
<b>Role</b>	Solicitor
<b>Email address</b>	nalmond@trowers.com
<b>Phone number</b>	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?

<b>Name</b>	(1) Town and Country Housing
<b>Name</b>	(2) Prudential Trustee Company Limited
<b>Name</b>	
<b>Name</b>	

### 3.3 What date was the charge executed?

1	0	0	5	2	0	1	9
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### 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.

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## 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.

<b>Name</b>	Trowers & Hamlins LLP
My signature below confirms that the information in this form is accurate to the best of my knowledge	
<b>Signature</b>	
<b>Position</b>	Solicitors for and behalf of the society
<b>Date</b>	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](mailto: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>