

Folio Residential Finance No. 1 plc
(incorporated in England and Wales with limited liability under registration number 12677623)
£250,000,000 1.246 per cent. Private Rental Sector Secured Notes due 2037
(Issue Price: 99.999 per cent. of the principal amount)

This document constitutes a prospectus (the "**Prospectus**") for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").

This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**") as competent authority under the Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer (as defined in this Prospectus) or any Obligor (as defined herein) or of the quality of the Notes (as defined in this Prospectus) that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to the FCA as competent authority for the £250,000,000 1.246 per cent. Private Rental Sector Secured Notes due 2037 (the "**Notes**") of Folio Residential Finance No. 1 plc (the "**Issuer**") to be admitted to the official list of the FCA (the "**Official List**") and to trading on the regulated market of the London Stock Exchange plc (the "**LSE**"). The LSE's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

The Notes will be issued on 5 October 2020 or such later date as may be agreed by Barclays Bank PLC (the "**Arranger**" or the "**Bookrunner**"), the Issuer and HSBC Corporate Trustee Company (UK) Limited (the "**Note Trustee**", which expression shall include its successors and assignees and each person from time to time acting as note trustee under the Note Trust Deed (as defined in this Prospectus)) (the "**Closing Date**").

The primary source of funds for the payment of principal, interest and other amounts by the Issuer on the Notes will be the right of the Issuer to receive interest, other amounts and principal repayments and (in respect of the first and subsequent Interest Payment Dates (as defined in this Prospectus)) fees payable under the loan to be made by the Issuer to Folio Treasury Limited (the "**Borrower**") on the Closing Date (the "**Issuer/Borrower Loan**").

The primary source of funds for the payment of principal, interest and other amounts by the Borrower on the Issuer/Borrower Loan will be the right of the Borrower to receive interest and principal repayments and (in respect of the first and any subsequent Interest Payment Dates) fees payable under the loans made by the Borrower to the Propcos (as defined in this Prospectus) corresponding to the Issuer/Borrower Loan and also payments of principal by the Propcos under loans made by the Borrower to the Propcos from time to time or the advance of loans made by such Propcos to the Borrower (each, an "**Intra-Group Loan**") and the primary source of funds for the payment of principal, interest and fees by the Propcos on or for the advance of the Intra-Group Loans will be the Propcos' right to receive rental payments from time to time in respect of a portfolio of private residential accommodation and residential properties (the "**Property Portfolio**").

The Notes will be issued in bearer form, represented initially by the Temporary Global Note (as defined in this Prospectus) exchangeable into the Permanent Global Note (as defined in this Prospectus) (in each case, without Coupons attached) which will be deposited with a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") on the Closing Date. Save in certain limited circumstances, Notes in definitive form will not be issued in exchange for the Global Notes.

Interest on the Notes is payable quarterly in arrear in equal instalments on 31 January, 30 April, 31 July and 31 October of each year, commencing on 31 January 2021, subject to Condition 4 (*Interest*) (each, an "**Interest Payment Date**"). Interest will accrue from (and including) the Closing Date to (but excluding) 2037 (the "**Final Maturity Date**"), at a fixed rate of 1.246 per cent. per annum. Payments of interest in respect of the Notes are further described herein and, in particular, in Condition 4 (*Interest*) of the terms and conditions of the Notes (the "**Conditions**") reproduced herein in the section entitled "*Terms and Conditions of the Notes*".

The Notes will mature on the Final Maturity Date unless previously redeemed on the Expected Maturity Date, or otherwise, in accordance with the Conditions. In addition to repayment of the Notes on the Final Maturity Date, the Notes will be subject to mandatory redemption and/or optional redemption in whole or in part before the Final Maturity Date in certain circumstances, and subject to the terms and conditions set out in the Conditions. See Condition 6 (*Redemption*).

If any withholding or deduction for or on account of tax is applicable to the Notes, payments of interest on, and principal and premium (if any) of, payment of the Notes will be made after such withholding or deduction has been made. Neither the Issuer nor any Paying Agent shall be obliged to pay any additional or further amounts as a consequence thereof.

The Notes will be limited recourse obligations of the Issuer only and will not be guaranteed by, or be the responsibility of, any other person or entity. It should be noted, in particular, that the Notes will not be obligations of, and will not be guaranteed by the Borrower, the Propcos, the Parent, the Obligor Holdco, NHG, any other member of the Group, the Note Trustee, the Issuer Security Trustee, the Obligor Security Trustee, the Loan Facility Agent, the Borrower Account Bank, the Issuer Cash Manager, the Issuer Account Bank, the Arranger, the Bookrunner, the Principal Paying Agent, the Servicer, the Special Servicer or the Corporate Services Provider (each as defined herein). The indebtedness of the Borrower under the Issuer/Borrower Loan will be secured over all of the assets and undertaking of each of the Propcos, the Parent and the Borrower, all as more particularly described below. The Notes will be secured over all of the assets and undertaking of the Issuer which will include its rights under the Issuer/Borrower Loan and the security therefor, all as more particularly described below.

The Notes are expected on issue to be assigned a rating of Aa1 by Moody's Investors Service Limited ("**Moody's**") (Moody's, together with any other rating agencies appointed by the Issuer from time to time to provide credit ratings for the Notes, the "**Rating Agencies**"). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any

time by the assigning rating organisation. As of the date of this Prospectus, Moody's is established in the United Kingdom and is registered under Regulation (EC) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation.

Particular attention is drawn to the section of this Prospectus entitled "*Risk Factors*".

ARRANGER and BOOKRUNNER

Barclays

Prospectus dated 1 October 2020

IMPORTANT NOTICE

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge of the Issuer, the information contained in this document is in accordance with the facts and this document makes no omission likely to affect its import.

This Prospectus contains or refers to figures (all subject to commercial rounding), market data, analyst reports, and other publicly available information about the market which are based on published market data or figures from publicly available sources. Where information contained in this Prospectus has been sourced from third-party sources, the Issuer confirms that such information is accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted that would render the information reproduced in this Prospectus inaccurate or misleading.

Jones Lang LaSalle Limited (the “**Valuer**”) accepts responsibility for the information set out in the sections entitled “*Key Characteristics of the Property Portfolio – Valuer*” and “*Property Portfolio – Cashflows and net income*” and for the Property Portfolio Valuation Report contained in Appendix 1 to this Prospectus. To the best of the Valuer’s knowledge, the information contained in such sections and in the Property Portfolio Valuation Report is in accordance with the facts and such sections do not omit anything likely to affect the import of such information.

No person is or has been authorised in connection with the issue and sale of the Notes to give any information or to make any representation not contained in this document and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Borrower, the Parent, the Propcos, the Obligor Holdco, NHG, any other member of the Group, the Note Trustee, the Issuer Security Trustee, the Obligor Security Trustee, the Loan Facility Agent, the Borrower Account Bank, the Issuer Cash Manager, the Issuer Account Bank, the Servicer, the Special Servicer, the Arranger, the Bookrunner, the Paying Agents or the Corporate Services Provider. Neither the delivery of this document nor any sale or allotment made in connection with the offering of any of the Notes shall under any circumstances constitute a representation or create any implication that there has been no change in the affairs of the Issuer, the Borrower, the Parent, the Propcos, the Obligor Holdco, NHG, any other member of the Group, the Note Trustee, the Issuer Security Trustee, the Obligor Security Trustee, the Loan Facility Agent, the Borrower Account Bank, the Issuer Cash Manager, the Issuer Account Bank, the Servicer, the Special Servicer, the Arranger, the Bookrunner, the Paying Agents or the Corporate Services Provider or in the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof.

None of the Arranger, the Bookrunner, the Note Trustee, the Issuer Security Trustee or the Obligor Security Trustee has independently verified (i) the information contained or incorporated herein (ii) any statement, representation, or warranty, or compliance with any covenant, of the Issuer contained in the Notes or any other agreement or document relating to the Notes or (iii) the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Notes, the Transaction Documents or any other document relating to the Notes. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger, the Bookrunner, the Note Trustee, the Issuer Security Trustee or the Obligor Security Trustee as to (a) the accuracy or completeness of the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with this Prospectus, the offering of the Notes or their distribution or (b) the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Notes, the Transaction Documents or any other document relating to the Notes.

No action has been or will be taken to permit a public offering of the Notes or the distribution of this document in any jurisdiction where action for that purpose is required. The distribution of this document and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this document (or any part hereof) comes are required by the Issuer, the

Arranger and the Bookrunner to inform themselves about, and to observe, any such restrictions. For a further description of certain restrictions on offers and sales of the Notes and distribution of this document, see the section of this Prospectus entitled “*Subscription and Sale*”. Neither this document nor any part hereof constitutes an offer of, or an invitation by, or on behalf of, the Issuer, the Arranger or the Bookrunner to subscribe for or purchase any of the Notes. Neither this document, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this document nor any part hereof nor any other offering circular, prospectus, form of application, advertisement, other offering material or other information may be issued, distributed or published in any country or jurisdiction (including the United Kingdom), except in circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor in the Notes should consult its legal advisers to determine whether and to what extent (a) the Notes are legal investments for it, (b) the Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any of the Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (A) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus;
- (B) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (C) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes or where the currency for principal or interest payments is different from the potential investor's currency;
- (D) understand thoroughly the terms and conditions of the Notes and the underlying transaction and be familiar with the financial markets; and
- (E) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential investor should not invest in the Notes, which are complex financial instruments, unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Eurosystem eligibility of the Notes

The Notes will be in bearer new global note (“**NGN**”) form and will be deposited with the Common Safekeeper for Euroclear and Clearstream, Luxembourg. However, the deposit of the Notes with the Common Safekeeper upon issuance or otherwise does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will

depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. Accordingly, potential investors should not presume or infer any representation, warranty, confirmation or guarantee that the Notes will, either upon issue, or at any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. In addition, no assurance is given that the Notes will be eligible for any specific central bank liquidity schemes. Any potential investor in the Notes should make its own conclusions and seek its own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral or qualify for any central bank liquidity schemes.

MIFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET

Solely for the purposes of the Arranger's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the Arranger's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the Arranger's target market assessment) and determining appropriate distribution channels.

PRIIPS REGULATION/PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPS Regulation.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY OTHER U.S. FEDERAL OR STATE REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

UNITED STATES DISTRIBUTION RESTRICTIONS

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OR "BLUE SKY" LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THEREFORE MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS PURSUANT TO REGULATION S UNDER THE SECURITIES ACT. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON REALES OR TRANSFERS, SEE "**SUBSCRIPTION AND SALE**".

ANY NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). EACH PURCHASER OF NOTES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES, BY ITS ACQUISITION OF THE NOTES OR A BENEFICIAL INTEREST THEREIN WILL BE DEEMED TO HAVE MADE, AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE, CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON, (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES.

There is no undertaking to register the Notes under U.S. state or federal securities laws. Until 40 days after later of the commencement of the offering of the Notes and the Closing Date, an offer or sale of the Notes within the United States by any dealer (whether or not participating in this offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from the registration requirements of the Securities Act.

References in this document to "**£**", "**pounds**" or "**sterling**" are to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

References in this Prospectus to the "**Financial Conduct Authority**" or "**FCA**" are to the United Kingdom Financial Conduct Authority.

Capitalised terms used in this document, unless otherwise indicated, have the meanings set out in this document. An index of defined terms used herein appears at the back of this document.

FORWARD-LOOKING STATEMENTS

Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions regarding rental payments and certain other characteristics of the tenancies referred to in this Prospectus, and reflect significant assumptions and subjective judgments by the Issuer and/or the Obligors that may or may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as “may”, “will”, “could”, “believes”, “expects”, “projects”, “anticipates”, “continues”, “intends”, “plans” or similar terms. Consequently, future results may differ from the expectations of the Issuer and/or the Obligors generally due to a variety of factors, including (but not limited to) the economic environment and changes in governmental regulations, fiscal policy, planning or tax laws in the United Kingdom and other relevant jurisdictions. Other factors not presently known to the Issuer and/or the Obligors generally or that the Issuer and/or the Obligors presently believe are not material could also cause results to differ materially from those expressed in the forward-looking statements included in this Prospectus. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer and/or the Obligors. None of the Arranger, the Bookrunner, the Note Trustee, the Issuer Security Trustee and the Obligor Security Trustee have attempted to verify any such statements and they do not make any representation, express or implied, with respect thereto. Prospective investors should not therefore place undue reliance on any of these forward-looking statements. None of the Issuer, the Obligors, the Arranger and the Bookrunner or any other person assumes any obligation to update these forward-looking statements or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

CERTAIN REGULATORY CONSIDERATIONS

Securitisation Regulation

Prospective investors should note that the Issuer is of the opinion that the requirements of Regulation (EU) No 2017/2402 (the “**Securitisation Regulation**”) do not apply to the Notes and none of the Issuer, the Borrower, the Parent, the Propcos, the Obligor Holdco, NHG, any other member of the Group, the Note Trustee, the Issuer Security Trustee, the Obligor Security Trustee, the Loan Facility Agent, the Borrower Account Bank, the Issuer Cash Manager, the Issuer Account Bank, the Servicer, the Special Servicer, the Arranger, the Bookrunner, the Paying Agents or the Corporate Services Provider, or any other transaction party, or any of their respective affiliates or advisers, accepts responsibility to investors for the regulatory treatment of their investment in the Notes, including (but not limited to) whether the Notes will be regarded as constituting a “securitisation” or a “securitisation position” for the purposes of the Securitisation Regulation and its application by any regulatory authority in any jurisdiction. No undertaking has been or will be given in relation to the Securitisation Regulation requirements (including, among other things, criteria for credit granting, the risk retention, transparency or investor due diligence requirements of the Securitisation Regulation). If the regulatory treatment of an investment in the Notes is relevant to any investor’s decision whether or not to invest, the investor should make its own determination as to such treatment and for this purpose seek professional advice and consult its regulator.

EU Risk Retention

Prospective investors should note that the Issuer has considered, and obtained legal advice as to, the applicability of EU risk retention and due diligence requirements to the transaction described in this Prospectus and, based solely upon such advice, is of the opinion that such EU risk retention and due diligence requirements do not apply to the Notes. Prospective investors are referred to the “*Risk Factors*” section of this Prospectus for further information on such EU risk retention and due diligence requirements and certain related considerations.

U.S. Credit Risk Retention

The transaction described in this Prospectus will not involve risk retention for the purposes of the U.S. Risk Retention Rules, and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules to the extent the transaction described in this Prospectus is a “securitization transaction” subject to the U.S. Risk Retention Rules. If the U.S. Risk Retention Rules apply, it is intended that the applicable sponsor rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any person except for persons that are not “U.S. persons” as defined in the U.S. Risk Retention Rules (“**Risk Retention U.S. Persons**”). Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

Prospective investors should note that the definition of “U.S. person” in the U.S. Risk Retention Rules is different from the definition of “U.S. person” in Regulation S. See “*Risk Factors – U.S. Risk Retention Requirements*” for further details.

None of the Issuer, the Obligors, the Arranger, the Bookrunner, NHG or any other party or any of its respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus are subject to, or comply as a matter of fact with, the U.S. Risk Retention Rules on the Closing Date or at any time in the future.

Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Volcker Rule may restrict the ability of relevant individual prospective purchasers to invest in the Notes

The Issuer is of the view that it is not now and, immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a “covered fund” as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the “**Volcker Rule**”. In reaching this conclusion, although other statutory or regulatory exclusions and/or exemptions under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”) and under the Volcker Rule and its related regulations may be available to the Issuer, this conclusion is based on the determination that the Issuer would satisfy all of the elements of the “Loan Securitization Exclusion” provided under Section 10(c)(8) of the Volcker Rule. Any prospective investor in the Notes, including a bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the Volcker Rule and its effects. None of the Issuer, NHG, the Borrower, the Bookrunner, or any other party to the transaction makes any representation to any prospective investor regarding the application of the Volcker Rule to the Issuer or to such prospective investor’s investment in the Notes, as of the date hereof or at any time in the future.

Any prospective investor in any Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the effects of the Volcker Rule in respect of any investment in the Notes and should conduct its own analysis to determine whether the Issuer is a “covered fund” for its purposes.

PROPERTY PORTFOLIO VALUATION REPORT

The Property Portfolio Valuation Report is contained in Appendix 1.

The Property Portfolio Valuation Report dated 1 October 2020 produced by the Valuer (Jones Lang LaSalle Limited of 30 Warwick Street, London W1B 5NH, United Kingdom, a global corporate member of Royal Institution of Chartered Surveyors (“**RICS**”)) in respect of the Properties and their valuation as at 1 October 2020 (the “**Property Portfolio Valuation Report**”) in accordance with the current RICS Valuation – Global Standards (incorporating the International Valuation Standards) (effective from 31 January 2020) and the RICS Valuation – Global Standards - UK National Supplement (effective from 14 January 2019) was compiled for the purposes of ascertaining the market values of the Properties under instructions of the Arranger.

The valuation in the Property Portfolio Valuation Report has been used for the purposes of this transaction and throughout this Prospectus. The Valuer has given and has not withdrawn its written consent both to the inclusion in this Prospectus of the Property Portfolio Valuation Report, and to references to the Property Portfolio Valuation Report in the form and context in which they appear. The Valuer accepts responsibility for the information contained in the Property Portfolio Valuation Report.

Table of Contents

OVERVIEW	12
UNDERLYING BUSINESS AND THE TRANSACTION	15
DIAGRAMMATIC OVERVIEW OF THE TRANSACTION	19
RISK FACTORS	20
PARTIES	51
SUMMARY OF THE NOTES	55
KEY CHARACTERISTICS OF THE ISSUER/BORROWER LOAN	62
PROPERTY PORTFOLIO	64
SUMMARY OF THE TRANSACTION DOCUMENTS	85
SECURITY TRUST AND INTERCREDITOR DEED	140
DESCRIPTION OF THE SERVICING ARRANGEMENTS	175
PAYMENT PRIORITIES	190
NHG	199
THE ISSUER	207
THE OBLIGORS	211
THE PARENT	256
THE OBLIGOR HOLDCO	261
USE OF PROCEEDS	264
TERMS AND CONDITIONS OF THE NOTES	265
FORM OF THE NOTES AND SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM	291
BOOK-ENTRY CLEARANCE PROCEDURE	294
TAX CONSIDERATIONS	295
SUBSCRIPTION AND SALE	297
GENERAL INFORMATION	302
INDEX OF DEFINED TERMS	305
Appendix 1 Property Portfolio Valuation Report	312

OVERVIEW

The information in this section is an overview of the principal features of the Notes and certain related transactions. This overview is not complete and should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Prospectus.

Capitalised terms used, but not defined, in this section can be found in other sections of this Prospectus, unless otherwise stated.

Key features of the Notes

Principal Amount:	£250,000,000.
Issue Price:	99.999 per cent.
Interest Rate:	1.246 per cent. per annum.
Interest Payment Dates:	31 January, 30 April, 31 July and 31 October in each year, with the first Interest Payment Date being on 31 January 2021.
Interest Accrual Method:	Actual/365.
Business Day Convention:	Following Business Day Convention.
Mandatory Redemption of the Notes prior to Issuer Acceleration Notice:	<p>The Notes will be redeemed in whole or in part (together with any Early Repayment Amount, if applicable) as a result of voluntary prepayments of the Issuer/Borrower Loan and mandatory prepayments of the Issuer/Borrower Loan including from certain disposal proceeds, certain insurance proceeds and certain cure payments (see Condition 6 (Redemption)). As provided in Condition 6.2 (Redemption upon repayment or prepayment of the Issuer/Borrower Loan), no Early Repayment Amount (if applicable) is payable in respect of any early redemption of Notes (a) on or at any time after 30 April 2027, being the date falling six months before the Expected Maturity Date or (b) in any of the circumstances set out in Condition 6.2(A)(2)(b), Condition 6.2(A)(2)(c), Condition 6.2(A)(3) or Condition 6.2(A)(4).</p> <p>For the avoidance of doubt, the Early Repayment Amount will not be payable in any circumstances in respect of any early redemption of Notes at any time during the period commencing on 30 April 2027, being the date falling six months before the Expected Maturity Date, and ending on the Final Maturity Date.</p>
Other Early Redemption Events:	Tax events relating to the Notes, the Issuer or the Issuer/Borrower Loan.
Expected Maturity Date:	31 October 2027, being the Interest Payment Date immediately following the Loan Maturity Date.
Final Maturity Date:	31 October 2037.
Underlying Assets:	The primary source of funds for the payment of principal, interest and other amounts by the Borrower on the Issuer/Borrower Loan will be the right of the Borrower to receive interest and principal

	<p>repayments and other amounts payable under the loans made by the Borrower to the Propcos corresponding to the Issuer/Borrower Loan and also payments of principal by the Propcos under the Intra-Group Loans, and the primary source of funds for the payment of principal, interest and other amounts by the Propcos on or for the advance of the Intra-Group Loans will be the Propcos' right to receive rental payments from time to time in respect of the Property Portfolio.</p>
<p>Default Interest:</p>	<p>At any time when an Obligor Event of Default (including, for the avoidance of doubt, a non-payment on the Loan Maturity Date) is continuing, all amounts outstanding under the Obligor Transaction Documents (including any Overdue Amount) will bear interest for the period during which such Obligor Event of Default is continuing at the rate of interest which is 1% higher than the Interest Rate (such interest rate "Default Interest Rate").</p> <p>The ratings of the Notes assigned by the Rating Agencies do not address the likelihood of receipt of the Default Interest Subordinated Amount.</p>
<p>Early Repayment Amount:</p>	<p>Subject to the Conditions (and as more particularly described in Condition 6.2 (<i>Redemption upon repayment or prepayment of the Issuer/Borrower Loan</i>)), the higher of (i) par; and (ii) the amount (as calculated by Nominated Financial Adviser) and reported in writing to the Issuer, the Issuer Cash Manager and the Note Trustee which is equal to the principal amount of the Notes to be redeemed multiplied by the price (expressed as a percentage and calculated by the Nominated Financial Adviser) (rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Notes (if the Notes were to remain outstanding until their Expected Maturity Date) on the Determination Date would be equal to the sum of (i) the Gross Redemption Yield at 3:00 pm (London time) on the Determination Date of the Benchmark Gilt and (ii) 0.20 per cent., together in each case with any interest accrued up to (but excluding) the date of redemption, PROVIDED THAT no such Early Repayment Amount (if applicable) shall be payable in respect of any early redemption of Notes (a) on or at any time after 30 April 2027, being the date falling six months before the Expected Maturity Date or (b) in any of the circumstances set out in Condition 6.2(A)(2)(b), Condition 6.2(A)(2)(c), Condition 6.2(A)(3) or Condition 6.2(A)(4).</p> <p>For the avoidance of doubt, the Early Repayment Amount will not be payable in any circumstances in respect of any early redemption of Notes at any time during the period commencing on 30 April 2027, being the date falling six months before the Expected Maturity Date, and ending on the Final Maturity Date.</p>
<p>Liquidity Support:</p>	<p>On the Closing Date, the Borrower must ensure that the Initial Issuer Liquidity Reserve Amount (being an amount equal to 1.5% of the amount of the Notes issued as at the Closing Date) is paid into the Issuer Liquidity Reserve Account. Thereafter, on each Interest Payment Date, any surplus funds from the relevant Borrower Payment Priorities must be applied by way of Issuer</p>

	Liquidity Reserve Top-Up Amount to ensure that, at all times, the required amount is standing to the credit of the Issuer Liquidity Reserve Account.
Expected Ratings¹ (Moody's):	Aa1 from Moody's.
Retention Undertaking and Securitisation Regulation:	The Issuer is of the opinion that the EU risk retention and due diligence requirements prescribed by the Securitisation Regulation do not apply to the Notes.
Form of the Notes:	Temporary Global Note in bearer form exchangeable into Permanent Global Note in bearer form. Definitive Notes to be issued in limited circumstances.
Listing:	<p>Application has been made to the FCA as competent authority for the Notes to be admitted to the official list of the FCA and to trading on the regulated market of the London Stock Exchange plc.</p> <p>This Prospectus has been approved by the FCA as competent authority under the Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or any Obligor or of the quality of the Notes that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.</p>
ISIN:	XS2226762156
Common Code:	222676215
Clearance/Settlement:	Clearstream, Luxembourg and Euroclear.
Minimum Denomination:	£100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000
Governing law:	English

¹ Ratings shown are those of Moody's. See "Risk Factors - Rating Agency assessments, downgrades and changes to Rating Agency criteria may result in ratings volatility in respect of the Notes".

UNDERLYING BUSINESS AND THE TRANSACTION

Business overview

Folio London Limited (the “**Obligor Holdco**”) is a private company limited by shares registered with company number 06091982 and a wholly-owned subsidiary of NHG. Obligor Holdco’s principal activity is to own and rent properties at market rent.

Overview of the Property Portfolio

The Property Portfolio is comprised of 1,523 Properties (each a “**Property**” and together the “**Properties**”) with a total value of £562,214,100 (as valued as at 1 October 2020 in the Property Portfolio Valuation Report and set out in Appendix 1).

The Properties within the Property Portfolio as at the Closing Date will be located in the Greater London area and Chelmsford, Essex. See further the section of this Prospectus entitled “*Property Portfolio*”.

The Property Portfolio will initially be created by way of an intra-group re-organisation, pursuant to which each Property will be transferred to the relevant Original Propco.

The purchase price for the Properties will initially be funded by a contribution from NHG, who will enter into loan agreements (each an “**NHG Loan Agreement**”) with each Original Propco pursuant to which loans will be advanced (each an “**NHG Loan**”), together with direct or indirect equity contributions from other members of the NHG Group to each Original Propco, and the deferral of payment of the purchase price for certain Properties until the Closing Date. Each NHG Loan will be secured by the relevant Property or Properties of that Original Propco by way of mortgage granted by that Original Propco in favour of NHG (each an “**NHG Mortgage**”). At completion, the proceeds of the Notes will be used to repay in full the balance of the purchase price owing to certain members of the NHG Group (other than the Obligors) for certain of the Properties transferred prior to the Closing Date, together with a portion of the NHG Loans such that no amounts remain owing by any Original Propco to any member of the NHG Group other than to the Borrower and pursuant to the NHG Loans. Following the partial prepayment of the NHG Loans from the proceeds of the Issuer/Borrower Loan, the balance of the NHG Loans will remain outstanding, together with the NHG Mortgages, and will be subordinated to the Issuer/Borrower Loan and the Transaction Obligor Security pursuant to the STID.

Issue of the Notes and use of proceeds

The Issuer will issue the Notes on 5 October 2020 (the “**Closing Date**”). The proceeds of the Notes will be, on the Closing Date, on-lent by the Issuer to the Borrower pursuant to a facility agreement dated the Closing Date (the “**Issuer/Borrower Facility Agreement**” or “**IBFA**” and the facility provided by the Issuer to the Borrower thereunder on the Closing Date, the “**Issuer/Borrower Facility**” and the loan made thereunder on the Closing Date, the “**Issuer/Borrower Loan**”). The Borrower will on-lend the proceeds of the Issuer/Borrower Loan to the Propcos under the Intra-Group Agreement for each Propco to pay all outstanding deferred payments in respect of the purchase of the Properties and to partially repay the NHG Loans.

The payment of interest and repayment of principal by the Borrower in respect of the Issuer/Borrower Loan to be advanced on the Closing Date will provide the primary source of funds for the Issuer to make payments of interest, other amounts and repayment of principal under the Notes. The fees and expenses of the Issuer incurred in connection with the issue of the Notes will be met by the Issuer using certain fees payable by the Borrower pursuant to the Issuer/Borrower Facility Agreement.

The Notes will constitute (subject to the Conditions) direct, unconditional and secured obligations of the Issuer and shall at all times rank *pari passu* and without preference among themselves and

(with the exception of obligations in respect of applicable statutory exceptions and subject as aforesaid) equally with all its other secured obligations (other than subordinated obligations, if any) from time to time outstanding.

Repayment of the Issuer/Borrower Loan

The primary source of funds for payments of interest, other amounts and repayment of principal in respect of the Issuer/Borrower Loan will be payments of interest, other amounts and repayments of principal by the Propcos to the Borrower under the loans made by the Borrower to the Propcos corresponding to the Issuer/Borrower Loan or the advance of loans by the Propcos to the Borrower from time to time (in each case) under the Intra-Group Agreement (each an **"Intra-Group Loan"** and together, the **"Intra-Group Loans"**). The primary source of funds for the payments of interest, other amounts and repayments of principal by the Propcos under the Intra-Group Loans will be net rental income and other cashflows derived from the Properties owned by the Propcos.

Obligor Guarantees

The liabilities of the Borrower under the Issuer/Borrower Loan and the other Obligor Transaction Documents and the liabilities of the Propcos under the other Obligor Transaction Documents will be cross-guaranteed by each other Obligor (the **"Obligor Guarantees"**).

Transaction Obligor Security

The Borrower, the Parent and each Original Propco will grant, on the Closing Date, in favour of a security trustee (the **"Obligor Security Trustee"**) first ranking fixed and floating security (**"Obligor Security"**) over all its property, undertaking and assets pursuant to a deed of charge dated the Closing Date between, among others, the Borrower, the Parent each Original Propco and the Obligor Security Trustee (the **"Obligor Deed of Charge"**), as supplemented and amended from time to time. The security granted will secure each Obligor's obligations pursuant to the Obligor Transaction Documents.

In addition to the security granted by the Borrower, the Parent and the Original Propcos on the Closing Date (pursuant to the Obligor Deed of Charge), each of NHG, the Obligor Holdco and Project Light (Market Rent) Limited (**"PLMR"**) will grant, on the Closing Date, in favour of the Obligor Security Trustee first fixed security (together with the Obligor Security, **"Transaction Obligor Security"**) over, in the case of NHG, its secured debt claims against each of the Original Propcos pursuant to the NHG Loans and, in the case of the Obligor Holdco and PLMR, first fixed security over their shares in any member of the Obligor Group and any related rights. This security will be limited recourse to the assets so secured (and there will be no wider recourse to NHG, the Obligor Holdco or PLMR pursuant to such arrangement).

Obligor representations, warranties, covenants, Obligor Events of Default and intercreditor arrangements

The Issuer/Borrower Loan will be subject to representations and warranties, covenants and Obligor Events of Default (and related defined terms) which are set out in the Issuer/Borrower Facility Agreement and a master definitions agreement (the **"MDA"**) entered into on the Closing Date. The Obligor Guarantees and the Transaction Obligor Security are held by the Obligor Security Trustee on trust for itself and the Issuer (on behalf of the Issuer Secured Creditors), the Loan Facility Agent, the Borrower Account Bank, the Property Manager (in respect of the obligations owed to it pursuant to the Property Management Agreement) and the other creditors of the Obligors (excluding any member of the NHG Group) that are party to or accede to the Issuer/Borrower Facility Agreement, the MDA and the STID from time to time (together, the **"Obligor Secured Creditors"**) under the terms of a security trust and intercreditor deed (the **"STID"**) entered into on the Closing Date.

Issuer Security

The Issuer's obligations under the Notes, the Note Trust Deed, the Issuer Deed of Charge and the other Issuer Transaction Documents are secured by, amongst other things, the fixed and floating security granted by the Issuer over all its property, undertaking and assets and the assignment of the benefit of the security and the rights which the Issuer enjoys under the Issuer/Borrower Facility Agreement, the STID and the MDA and the other Issuer Transaction Documents in favour of the Issuer Security Trustee to be held on trust on behalf of itself and the Note Trustee and on behalf of the Noteholders and/or Couponholders, the Issuer Cash Manager, the Issuer Account Bank, the Paying Agents, the Servicer, the Special Servicer, the Corporate Services Provider and the other creditors of the Issuer that are party to or accede to the Issuer Deed of Charge from time to time under the terms thereof (together, the "**Issuer Secured Creditors**").

Servicing of the Issuer/Borrower Loan

The Issuer will appoint the Servicer to service and administer the Issuer/Borrower Loan until the occurrence of a Special Servicing Transfer Event. In addition, the Issuer will appoint the Special Servicer as special servicer of the Issuer/Borrower Loan. Following the occurrence (if any) of a Special Servicing Transfer Event, the Special Servicer will formally assume special servicing duties in respect of the Issuer/Borrower Loan and the Issuer/Borrower Loan will become a Specially Serviced Loan. Following the occurrence of a Special Servicing Transfer Event, the Servicer's duties will continue with respect to certain administrative functions.

Pursuant to the Servicing Agreement, the Servicer and the Special Servicer will exercise all rights, powers and discretions of the Issuer with respect to the Issuer/Borrower Loan in accordance with the Servicing Standard. The Servicer will also be required to prepare and provide the Servicer Quarterly Report containing information with respect to the Issuer/Borrower Loan, and make the same available to the Issuer Cash Manager, who will make the same publicly available at <https://investorreporting.gbm.hsbc.com/>.

The Servicer and the Special Servicer may, in certain circumstances, without the consent of any other person, subcontract or delegate the performance of all or any of their respective obligations under the Servicing Agreement. Notwithstanding any such subcontracting or delegation, the Servicer or the Special Servicer, as applicable, will not be released from any liability under the Servicing Agreement in respect of the performance of its obligations.

The appointment of the Servicer or the Special Servicer:

- (A) may be terminated by the Issuer or, following the service of an Issuer Enforcement Notice, the Issuer Security Trustee, upon the occurrence of a Servicing Termination Event;
- (B) will be terminated by the Issuer Security Trustee pursuant to a direction by the Note Trustee, itself directed by the Noteholders (acting by Extraordinary Resolution); or
- (C) may be terminated by the resignation of the Servicer or the Special Servicer by giving at least three months' written notice.

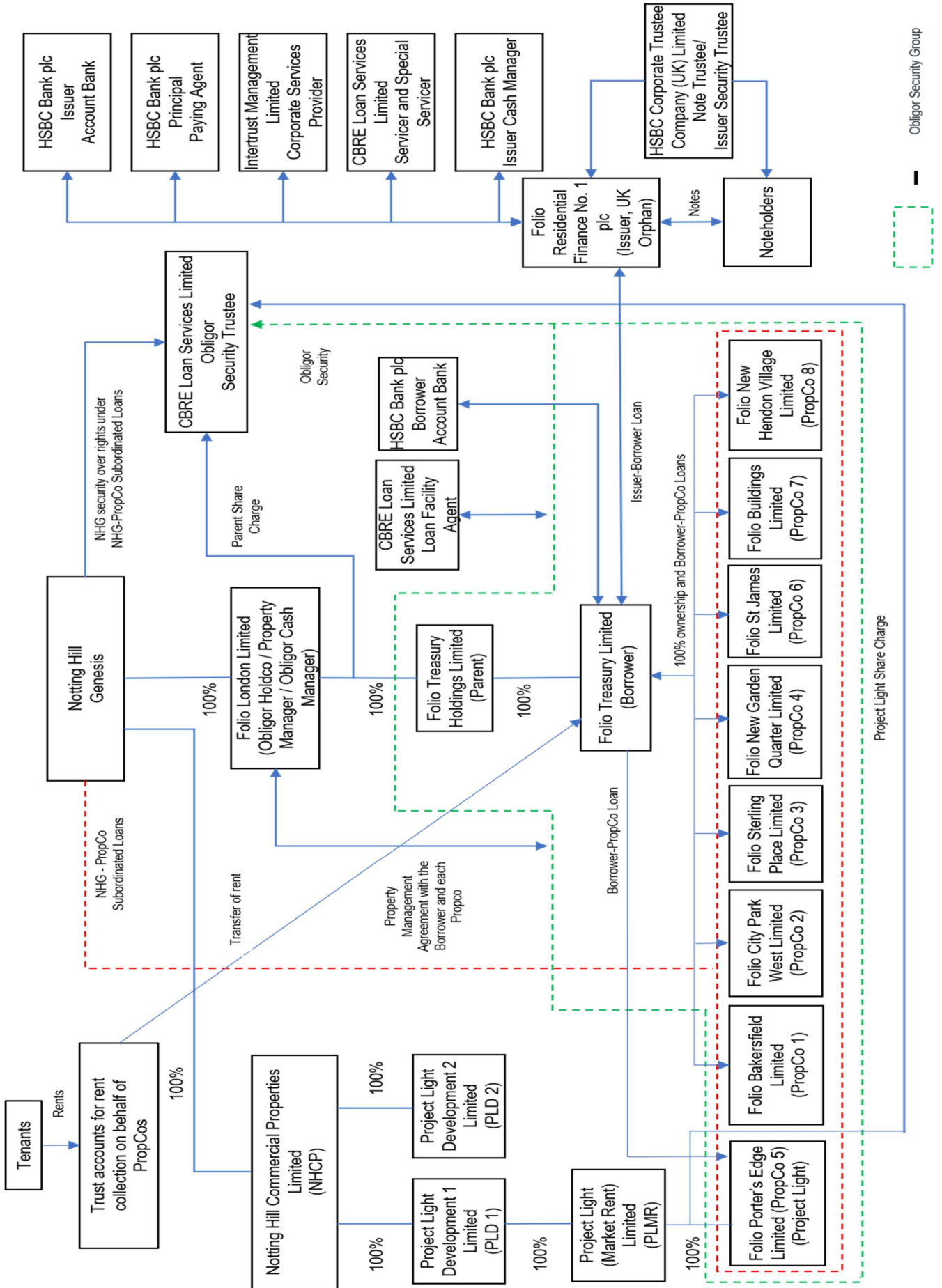
No termination of the appointment of, or resignation from the appointment by, the Servicer or Special Servicer will be effective until (among other conditions) a replacement servicer or special servicer, as the case may be, has been appointed under the terms of a servicing agreement on substantially similar terms to the Servicing Agreement (save as to remuneration).

See the section entitled "*Description of the Servicing Arrangements*" for further information.

General

See the sections of this Prospectus entitled “*Diagrammatic Overview of the Transaction*” below for an overview of the transaction.

DIAGRAMMATIC OVERVIEW OF THE TRANSACTION



Obligor Security Group

RISK FACTORS

The following is a summary of certain aspects of the Notes, the Issuer and the related transactions of which prospective Noteholders should be aware. Prior to making an investment decision in the Notes, prospective investors should consider carefully all of the information set out in this Prospectus, including the investment considerations detailed below. This summary is not intended to be exhaustive, and prospective investors in the Notes should make their own independent assessment of all investment considerations and should also read the detailed information set out elsewhere in this Prospectus prior to making an investment decision.

RISKS RELATED TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES

The Notes will not be guaranteed by any person

The Issuer is the only entity responsible for making any payments on the Notes. The Notes will be limited recourse obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any other person or entity, including the Arranger, the Bookrunner (or their respective affiliates), the Borrower, Parent, the Propcos, any other Obligor, the Obligor Holdco, NHG or any member of the Group. The Notes will not be obligations or responsibilities of, and will not be guaranteed by, any person (other than the Issuer) and no person other than the Issuer will accept any liability whatsoever to the Noteholders in respect of any failure by the Issuer to pay any amount due under the Notes.

Limited resources of the Issuer and the Borrower

The Issuer is a special purpose financing entity with no business operations other than the issue of the Notes, the entering into of the Issuer/Borrower Facility Agreement and the transactions ancillary thereto.

The ability of the Issuer to meet its obligations under the Notes and its ability to pay its operating and administrative expenses will depend primarily on the receipt by it of funds from the Borrower under the Issuer/Borrower Facility Agreement (see the section of this Prospectus entitled "*The Borrower's ability to meet its obligations in respect of the Issuer/Borrower Loan is dependent on the performance of the Property Portfolio*" below) and the receipt of interest from the Issuer Transaction Account.

Other than the foregoing, prior to enforcement of the Transaction Obligor Security and the Issuer Security, the Issuer will not have any other funds available to it to meet its obligations under the Notes and its obligations ranking in priority to, or *pari passu* with, the Notes. If the resources described above cannot provide the Issuer with sufficient funds to enable the Issuer to make the required payments on the Notes, the Noteholders may incur a loss of interest, principal and/or premium (if any) which would otherwise be paid in accordance with the Conditions.

If, on default by the Borrower and/or the other Obligors and following the exercise of all available remedies in respect of the Issuer/Borrower Loan and the Transaction Obligor Security, the Issuer does not receive the full amount due from the Borrower and/or the other Obligors under the Issuer/Borrower Facility Agreement, then the Noteholders may receive on redemption an amount less than the then Principal Amount Outstanding of their Notes and the Issuer may be unable to pay in full interest due and accrued, together with any other amounts due, on the Notes. The Issuer does not guarantee or warrant full and timely payment by the Borrower and/or the other Obligors of any sums under the Issuer/Borrower Facility Agreement.

Similar to the Issuer, the Borrower is a special purpose financing entity with no business operations other than the entering into of the Issuer/Borrower Facility Agreement, the Intra-Group Agreement and the transactions ancillary thereto. See the section of this Prospectus entitled "*The Borrower's ability to meet its obligations in respect of the Issuer/Borrower Loan is dependent on the performance of the Property Portfolio*" below.

Certain Issuer Secured Creditors and Obligor Secured Creditors will rank ahead of the Noteholders and the Issuer, respectively, in respect of the Issuer Security and Obligor Security

In the event that the Issuer Security is enforced, the proceeds of such enforcement may be insufficient, after payment of amounts ranking in priority to the Notes, to pay, in full, all amounts of principal, interest and premium (if any) due in respect of the Notes.

Although the Issuer Security Trustee will hold (in respect of the Noteholders) the benefit of the Issuer Security on trust for, *inter alios*, the Noteholders and the Obligor Security Trustee holds the benefit of the Obligor Security on trust for, *inter alios*, the Issuer (as lender to the Borrower of the Issuer/Borrower Loan), such security interests will also be held on trust for other Issuer Secured Creditors and Obligor Secured Creditors, respectively, that will rank (as applicable) ahead of the Noteholders and the Issuer (as lender to the Borrower of the Issuer/Borrower Loan). Certain of the Issuer's obligations to, *inter alios*, the Note Trustee (in its individual capacity), the Issuer Security Trustee (in its individual capacity), the Paying Agents, the Issuer Cash Manager and the Issuer Account Bank in respect of certain amounts owed to them rank ahead of the Noteholders. See the section of this Prospectus entitled "*Payment Priorities*".

To the extent that significant amounts are owing to any such persons, the amounts available to the Noteholders will be reduced.

Refinancing risk relating to the Issuer/Borrower Loan may affect the ability of the Issuer to redeem the Notes

The Issuer/Borrower Loan may not be fully repaid or refinanced by the Expected Maturity Date or, as applicable, the Final Maturity Date. This means that the Notes may not be repaid by either such date. There is no guarantee that the Obligor Group will be able to refinance the Issuer/Borrower Loan.

Unless previously repaid, the Borrower will be required to repay the Issuer/Borrower Loan on the Loan Maturity Date (as defined below). The ability of the Issuer to redeem the Notes on the Expected Maturity Date (or on the Final Maturity Date, or otherwise) is dependent on the repayment in full of the Issuer/Borrower Loan by the Borrower and the Borrower having sufficient funds to pay all amounts ranking *pari passu* and senior thereto. The ability of the Borrower to repay the Issuer/Borrower Loan in its entirety on the Loan Maturity Date will depend upon, amongst other things, its ability to find a lender or lenders willing to lend to the Borrower and/or the other Obligors sufficient funds to enable repayment of the Issuer/Borrower Loan. If the Borrower and/or other Obligors cannot find such a lender or lenders, then the Obligors (other than the Borrower) may be forced, in circumstances which may not be economically advantageous, into selling some or all of the Properties in order to repay the Intra-Group Loans and thereby facilitate the repayment of the Issuer/Borrower Loan. Failure by the Borrower and/or other Obligors to refinance any Issuer/Borrower Loan or, in the case of the Obligors, failure to sell the Properties to refinance the Intra-Group Loans will result in the Borrower defaulting under the Issuer/Borrower Facility. In the event of such a default, the Noteholders may receive by way of principal repayment an amount less than the then Principal Amount Outstanding of their Notes.

Note Maturity Plan may fail to be implemented, or it may not provide the most beneficial outcome for Noteholders

If (a) any part of the Issuer/Borrower Loan remains outstanding twelve months prior to the Final Maturity Date (the "**Note Maturity Plan Trigger Date**") and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Issuer/Borrower Loan (whether by enforcement of the related Transaction Obligor Security or otherwise) are unlikely to be realised in full prior to the Final Maturity Date, the Special Servicer will be required to prepare a draft selection of proposals (the "**Note Maturity Plan**") and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after the Note Maturity Plan

Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage an independent financial or legal expert or receiver to advise the Issuer Security Trustee as to the enforcement of the Issuer Security. The Issuer, with the assistance of and on the direction of the Special Servicer, will publish the Note Maturity Plan with the Regulatory Information Service.

Upon receipt of the draft Note Maturity Plan, the Issuer will publish a draft of the Note Maturity Plan in accordance with Condition 15 (*Notice to Noteholders*) and will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of the Noteholders (subject to the Servicing Standard) following which it shall promptly (x) provide a final Note Maturity Plan to the Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer, irrespective of whether it results in a Basic Terms Modification or relates to an Entrenched Right and shall have no liability to any person for seeking to implement and subsequently implementing such proposal with no regard to the Servicing Standard. However, the Special Servicer shall not be required to implement any such proposal (i) if to do so would cause it to breach any applicable law or regulation and (ii) until it has been indemnified and/or secured and/or prefunded to its satisfaction. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then the Note Trustee will be deemed to be directed by all the Noteholders to instruct the Issuer Security Trustee to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

Exchange rate risks and exchange controls may result in investors receiving less interest or principal than expected on the Notes

The Issuer will pay principal and interest on the Notes in sterling. This presents certain risks to currency conversion if an investor's financial activities are denominated principally in a currency or currency unit other than sterling (the "**Investor's Currency**"). These include the risk that exchange rates may significantly change (including changes due to devaluation of sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the specified Investor's Currency may impose or modify exchange controls. An appreciation of value of the Investor's Currency relative to sterling would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors in the Notes may receive less interest, principal and/or premium (if any) than expected on the Notes, or no interest, principal and/or premium (if any) at all.

The Issuer's reliance on third parties

The Issuer is a party to contracts with a number of third parties who have agreed to perform certain services in relation to the Notes. For example, the Corporate Services Provider has agreed to provide various corporate services to the Issuer and the Issuer Cash Manager and the Paying Agents have agreed to provide, *inter alia*, payment, administration and calculation services (as

applicable) to the Issuer in connection with the Notes. In the event that any of these service providers fail to perform its obligations under the respective agreements to which it is a party, the ability of the Issuer to make payments owed in respect of the Notes may be affected.

The Issuer will not enter into any hedging arrangements with any hedge counterparties.

RISKS RELATING TO THE UNDERLYING ASSETS

The Propcos are exposed to demand risk, a potential fall in occupancy and dependence on re-letting

The Propcos are exposed to demand risk each year. For further details, see the section of this Prospectus entitled “*The Obligors*”.

Demand for accommodation is influenced by a number of external factors, including:

- (A) factors affecting the specific demand for the Obligors' accommodation, including the quality of the offerings available, the location of accommodation, the facilities it has to offer, as well as the price of the accommodation relative to alternatives; and
- (B) supply side factors including overall supply of alternative accommodation and the risk of increased supply over time.

The implications of demand risk are that an Obligor's accommodation may not be full at the rent levels set, or, in order to sustain demand, an Obligor may have to reduce the rent to compete for tenants. This would impact the revenue earned by the Obligor. The Obligors have no other sources of income other than the rents from occupiers of the accommodation and commercial lettings. Each may impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Additionally, the Obligors' ability to repay the Issuer/Borrower Loan will depend in part on the ability of the Obligors to continue to let the Properties on economically favourable terms. As substantially all of the income from the Properties derives from rentals, the Obligors' ability to make payments on the Intra-Group Loans and the Issuer/Borrower Facility Agreement could be adversely affected if occupancy levels of the Properties were to fall and/or a significant number of tenants or other occupiers were unable to meet their obligations under their leases or tenancies.

Operating expenses may increase that are not offset through an equivalent increase in rents

The Propcos' operating and other expenses could increase without a corresponding increase in turnover or rents. Factors which could increase operating and other expenses include increases in:

- (A) the rate of inflation;
- (B) property taxes and other statutory charges;
- (C) insurance premiums; and
- (D) the costs of maintaining properties.

There can be no guarantee that in the future operating expenses will not increase, or that the Propcos will be able to offset any increase in operating expenses through a corresponding increase in revenue or rents. Such increases may have a material adverse effect on the Obligors' business, financial conditions or results of operations.

Default under the Occupational Leases

The Obligor's revenue is dependent on the collection of rents from tenants. Rent arrears by tenants may increase, particularly if the general UK economy suffers.

There is a risk that rental income due from the occupational tenants will not be paid on the due date or will not be paid at all. In the event of a late payment of rent which is not received on the due date therefor and, where the resultant shortfall is not otherwise compensated for from other resources of the Propcos within the grace period for payment under the Intra-Group Agreement, the Propcos may fail to pay the amounts due under the Intra-Group Agreement and consequently the Borrower may fail to pay the amount due on the Issuer/Borrower Loan on the next Interest Payment Date and an Obligor Event of Default will occur. No assurance can be made that the resources available to the Issuer will, in all cases and in all circumstances, be sufficient to cover any shortfall of interest on the Notes and that an Issuer Event of Default will not in fact occur as a result of the late payment of rent.

Where a Property is or becomes vacant during a tenancy and cannot be immediately re-let, the rental income from the relevant Property may be affected, although the relevant Obligor may have a right to recover unpaid amounts from the relevant tenant or any guarantor of that tenant's obligations and to apply any rental deposit paid by that tenant in satisfying unpaid amounts. Where a Property becomes vacant at the end of a tenancy and cannot be immediately re-let, the level of rental income from the relevant Property will be affected.

There is a risk that Properties may have been constructed with materials that endanger occupants

Following the Grenfell Tower tragedy on 14 June 2017 at a local authority residential tower, there has been a nationwide review of cladding affixed to residential tower blocks and fire safety procedures and equipment in tall buildings.

It is expected that there will be changes to building regulations which could lead to an increase in the cost of construction of new homes or to additional costs in relation to the refurbishment, adaptation or improvement of existing homes. The property pool contains 7 schemes which contain blocks which are either over six storeys or over 18 metres in height. There are no buildings in the property pool with Aluminium Composite Material ("**ACM**") cladding. It is possible that changes to building regulations may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/ Borrower Loan, which may in turn affect the Issuer's ability to make payments in respect of the Notes.

Reports and valuations in relation to the Property Portfolio

There is a risk that there may be factors concerning the title to the Properties which would, if known, affect their market value. In order to mitigate this risk, the below certificates and reports were produced. However, there is no condition precedent to the advance of the Issuer/Borrower Loan and/or to the issuance of the Notes for delivery of updated certificates, reports and a ratings affirmation (other than the Property Portfolio Valuation Report). There can be no assurance that the historic certificates and reports will have identified all relevant factors relating to title (for example, some of the Properties may be subject to unknown restrictive covenants). In addition, there can be no assurance that relevant factors affecting title have not arisen following the production of the historic certificates and reports (certain of such certificates and reports were produced prior to the Closing Date).

Apart from:

- (A) the certificates of title addressed to and which may be relied on by, amongst others, the Issuer and the Obligor Security Trustee prepared by Devonshires Solicitors LLP in respect of the Property Portfolio; and
- (B) the Property Portfolio Valuation Report and the earlier dated valuation reports of the Property Portfolio (as at such time),

no reports have been prepared specifically, or made available, for the purpose of this Prospectus or the transactions contemplated herein and none of the Issuer, the Arranger, the Bookrunner, the Obligor Security Trustee, the Issuer Security Trustee or the Note Trustee has made any independent investigation of any of the matters stated therein, except as disclosed in this Prospectus.

There can be no assurance that the market value of a Property or the Property Portfolio as a whole will continue to be equal to or exceed the valuations given to it in the Property Portfolio Valuation Report. Each Valuation is inherently subjective due to, among other factors, the individual nature of each Property, its location and the expected future rental revenues from that particular Property at a particular point in time, and subject to various limitations, qualifications and assumptions. Assumptions may prove to be inaccurate, and are subject to various risks and contingencies, many of which are not within the control of the Issuer, the Issuer Security Trustee or the Obligor Security Trustee. Moreover, a valuation is only an estimate of value at the date it is given and should not be relied upon as a measure of realisable value in the future. Further, a valuation seeks to establish the amount a typically motivated buyer would pay a typically motivated seller. Such amount could be significantly higher than the amount obtained from the sale of any of the Properties in a distress or liquidation sale. In addition, due to the inherently subjective nature of a valuation, (a) it is unlikely that any two valuers will determine the same market value of a property, even if provided with the same information relating thereto and, as such, (b) a margin of error between two valuations is commonly accepted. Refer to the risk factor entitled “*Uninsured loss in relation to the Property Portfolio*” for further details.

Further general assumptions are set out in the section entitled “*Valuation Assumptions*” of the Property Portfolio Valuation Report contained in Appendix 1 to this Prospectus.

Uninsured loss in relation to the Property Portfolio

The Issuer/Borrower Facility Agreement requires the Obligors to carry insurance with respect to the Properties (or diligently enforce all obligations on the part of the superior landlords to insure under the relevant Head Lease). The requirements set out in the Issuer/Borrower Facility Agreement are consistent with the policy of Folio as Property Manager to act as a prudent and responsible manager of property assets.

All insurance cover for the Propcos and the Properties (other than Tandem Apartments, Rathbone Market and Masthead House (representing respectively 0.7%, 2% and 2% of the Property Portfolio by gross rent and value)) will be provided under NHG’s Property Stock and Combined Liability policies. Loss of rent cover (three years) will be provided for all Propcos and Properties (including Tandem Apartments, Rathbone Market and Masthead House) under NHG’s Property Stock and Combined Liability policies.

Tandem Apartments, Rathbone Market and Masthead House are to be held by the relevant Propcos on leaseholds granted by third party landlords, and on this basis, such third party landlords are responsible for providing property insurance in accordance with the applicable lease terms.

There are certain types of losses (such as losses resulting from wars, nuclear radiation, radioactive contamination and settling of structures) which are not covered by the required insurance policies. Losses resulting from terrorism, civil commotion and subsidence are currently covered by the insurance policies. There can be no guarantee, however, that losses from terrorism, civil commotion and subsidence or certain other types of losses will remain insurable or economically insurable and

therefore covered by the required insurance policies throughout the term of the Issuer/Borrower Loan. No assurance can be given that material losses in excess of insurance proceeds received in respect of a Property will not occur in the future or that any insurance proceeds in respect of a Property will be received at all.

Inflation, changes in building codes and ordinances, environmental considerations and other factors, including terrorism or acts of war, also may result in insurance proceeds, if any, being insufficient to repair or rebuild a Property if it is damaged or destroyed. Under such circumstances, the insurance proceeds, if any, may be inadequate to restore the Obligors' economic position with respect to the affected real estate. Should an uninsured loss or a loss in excess of insured limits occur, the Obligors could lose capital invested in the affected Property as well as anticipated future revenue from that Property. In addition, the Obligors could be liable to repair damage caused by uninsured risks. The Obligors would also remain liable for any debt or other financial obligations relating to that Property.

If such losses occur and are not covered by insurance, there could be an adverse effect on the Obligors' business, financial condition and/or operations. This may adversely affect Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn affect the Issuer's ability to make payments in respect of the Notes.

Default under Head Leases / Underleases

In the case of 1,146 of the Properties, the interests held by the relevant Propcos are entirely leasehold (of which 1,016 Properties are held pursuant to headleases and 130 Properties are held pursuant to underleases) as opposed to freehold (such leasehold interests, the "**Head Leases and Underleases**"). The length of the term of the Head Leases and Underleases under which these Properties are held ranges from 125 years to 999 years.

The 130 Properties are covered by three Underleases, each owned by Folio Buildings Limited (defined as "Propco 7" below) and comprise the following:

- the Underlease at Rathbone Market comprised of 35 Properties – market value in the Property Portfolio Valuation Report is £11,403,900;
- the Underlease at Masthead House (under the Royal Wharf Scheme) comprised of 22 Properties – market value in the Property Portfolio Valuation Report is £11,192,600; and
- the Underlease at Frobisher Yard (under the Royal Albert Wharf Scheme) comprised of 73 Properties – market value in the Property Portfolio Valuation Report is £28,770,600.

As these 1,146 Properties are held on a leasehold basis, there is a risk in each such case that the landlord of the relevant Property may terminate the Head Lease or Underlease before the expiry of the contractual term for failure to pay rent or another breach of tenant obligation. The rent obligations under these leases are either for a peppercorn or for sums ranging from £100 to £10,325 per annum (the latter amount covering a scheme of 35 Properties). The most onerous tenant obligation in the Head Leases and Underleases is typically an obligation to keep the buildings in good repair. Each Obligor has undertaken in the Issuer/Borrower Facility Agreement to pay, when due, all sums payable by it under each Head Lease or Underlease, to perform and observe all of its covenants under each Head Lease or Underlease and not to commit a material breach of any Head Lease or Underlease.

In respect of the three Underleases, in addition to the above forfeiture risk there is a risk that the superior lease is forfeited by the freeholder for breach by the superior landlord (whether or not the relevant Propco has breached the terms of its Underlease) which would have the effect of automatically forfeiting the relevant Underlease. The superior lease in respect of each of the three Underleases comprises additional property (in addition to the property demised to the relevant

Propco). The freeholder of each of the three Underleases is a third party not connected with the relevant Propco (or its group).

If any such breach occurs, the landlord may commence court proceedings or otherwise take action to terminate the Head Lease or Underlease by way of “forfeiture”, although court proceedings are more likely given the residential use to which the premises are put.

If this were to occur in relation to the Head Leases, the relevant Propco (and/or the Obligor Security Trustee as mortgagee) would have the right to apply to the court for relief from forfeiture. While there is no certainty that any relief would be granted, if granted, this would result in the continuation of the lease.

If this were to occur in relation to the Underleases or if the superior landlord’s interest was disclaimed, the relevant Propco (and/or the Obligor Security Trustee as mortgagee) would have the right to apply to the court for relief from forfeiture or a vesting order. The court has discretion to decide the basis upon which it will grant relief or a vesting order and is entitled to order that a sub-tenant of part is required to take a new lease on the terms of the headlease.

For a summary of the obligations in the Head Leases or Underleases requiring the relevant landlord to notify the mortgagee and permit the mortgagee time to remedy the relevant breach by the relevant Propco, please see the section “*Property Portfolio*”.

Delegation under the Obligor Transaction Documents

Except to the limited extent described herein, none of the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee nor any Noteholder has any right to participate in the management or affairs of the Issuer, the Borrower, the Propcos, any of the other Obligors or the Property Manager. In particular, such parties cannot supervise the functions relating to the management or operation of the Properties and the leasing and re-leasing of the space within the Properties or otherwise.

None of the Borrower, the Parent or the Propcos has executive management resources of its own and, as such, the Borrower, the Parent and the Propcos will each rely upon, *inter alia*, the Property Manager and other service providers for all asset servicing, executive and administrative functions. Failure by any such party to perform its obligations could have a material adverse effect upon the Issuer's ability to repay the Notes. There can be no assurance that, were any such party to resign or its appointment be terminated, a suitable replacement property manager could be found or found in a timely manner, and engaged on terms acceptable to the Note Trustee, the Issuer Security Trustee or the Obligor Security Trustee, as applicable. In either case, this might cause a downgrading in the then current ratings of the Notes by the Rating Agencies.

Property acquisition and management involves certain risks

The acquisition of properties involves a number of risks inherent in assessing the values, strengths, weaknesses and profitability of the Properties. Whilst it is the Obligors' policy to always undertake sufficient and appropriate valuations and environmental and structural surveys in order to assess those risks, unexpected problems and latent liabilities or contingencies such as the existence of hazardous substances or other environmental liabilities may still emerge. Any such liabilities or unexpected problems might impact the value of the Obligors' assets.

The management of properties also involves a number of inherent risks including reliance on third parties complying with their obligations. Any delays or cost overruns might impact on the Obligors' revenue generated from operations. Additionally, there is a risk that buildings which have been constructed as part of any of the Obligor's properties may have a latent design defect which has not yet come to light and could require capital expenditure to remedy the defect which is not currently budgeted for. Such impacts may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability

to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

General risks relating to the ownership of property

Real property investments are subject to varying degrees of risk. Rental revenues and property values are affected by changes in the general economic climate and local conditions such as an oversupply of space, a reduction in demand for real estate in an area, competition from other available space or increased operating costs. Rental revenues and property values are also affected by such factors as political developments, government regulations (including, without limitation, building regulations) and changes in planning or tax laws, interest rate levels, inflation, the availability of financing and yields of alternative investments. Residential rentals and values are sensitive to such factors which can sometimes result in rapid, substantial increases and decreases in rental and valuation levels. Any resulting decline in rental levels may adversely affect the ability of the Borrower to meet its obligations under the Issuer/Borrower Facility Agreement which could result in Noteholders suffering a loss on their Notes.

RISKS RELATING TO CHANGES TO THE STRUCTURE AND DOCUMENTS

Modifications, waivers and consents in respect of the Obligor Transaction Documents and the Issuer Transaction Documents and enforcement of the Obligor Security and the Issuer Security may be made without the knowledge or consent of individual Noteholders

Certain decisions by the Note Trustee may be made without the knowledge or consent of individual Noteholders. The Note Trust Deed contains provisions which determine the rights of and the resolution procedures regarding conflicts of interest between the Noteholders. The Note Trust Deed also grants the Note Trustee certain powers regarding, *inter alia*, modification, waiver or authorisation of any breach or proposed breach by the Issuer under the Notes or any of the Issuer Transaction Documents, subject to certain limitations (as more particularly set out in Conditions 12.7 to 12.9 (*Meetings of Noteholders, modification and waiver*)).

The Conditions and the Note Trust Deed contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally (other than matters which concern the enforcement of the Obligor Security or modifications to the Common Documents, which matters may only be addressed in accordance with the procedures set out in the STID as described below). These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The Conditions and the Note Trust Deed will provide that the Note Trustee, subject to the provisions of the STID, may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes, or (ii) determine without the consent of the Noteholders that any Issuer Event of Default or Potential Issuer Event of Default shall not be treated as such, or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer.

OBLIGOR RISKS

The Borrower's ability to meet its obligations in respect of the Issuer/Borrower Loan is dependent on the performance of the Property Portfolio

The Borrower's ability to meet its obligations under the Issuer/Borrower Loan will ultimately be dependent on the performance of the Property Portfolio and, in particular, the collection of rents from tenants and the ability to find tenants for vacant Properties (see the risk factor entitled "*Default under the Occupational Leases*" above).

If the Borrower is unable to meet its obligations in respect of the Issuer/Borrower Loan and any other amounts owed by it under the Issuer/Borrower Facility Agreement, then the sole recourse of the Issuer would, subject to the Transaction Obligor Security Documents, be to instruct the Obligor

Security Trustee to enforce the Transaction Obligor Security granted by the Borrower and the other Transaction Obligors.

Propcos are exposed to changes to health and safety legislation

There is a risk that changes to health and safety legislation could have an adverse impact on a Propco's business and require unplanned and unbudgeted capital expenditure to ensure compliance. In addition, non-compliance by a Propco may result in prosecution and fines by the Health and Safety Executive.

One area of importance is the regulation of houses in multiple occupation (also known as "HIMOs"). HIMO regulation was introduced in 2006 to improve the quality of existing private rented stock both in terms of physical condition and management. The regulation falls on local authorities to licence HIMOs, and should the regime extend to the Obligors' accommodation this would result in an additional compliance burden they do not currently undertake.

Such unplanned or unbudgeted capital expenditure, or payment of any significant fines, may adversely affect a Propco's ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

The Obligors' reputation could be damaged

NHG's and the Obligors' reputation and brand are important to their businesses. There is a risk of accidents at premises owned by the Obligors, health and safety failings, and misconduct or fraud of its staff or third party contractors, which could result in personal injury to tenants, people visiting the premises, employees, contractors or members of the public.

The Obligors place great importance on health and safety and have approved policies and procedures applicable to all their locations. In addition, the Obligors have public liability insurance in place which they consider provides an adequate level of protection against third party claims.

However, should an accident attract publicity or be of a size and/or nature that is not adequately covered by insurance, the resulting publicity and costs could have an adverse impact on the Obligors' reputation, business, financial condition or results of operations. In such instance, the Obligors' ability to put in place public liability insurance cover in the future may also be adversely affected. Such impact may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Any damage to the Obligors' reputation could also result in a decline in demand for the accommodation, a reduction in occupancy levels or the Obligors' ability to maintain and/or increase rents, which could have a negative impact on property valuations or have an adverse impact on operations. Any damage to the Obligors' reputation may have an adverse impact on the Obligors' business, financial condition, results of operations and prospects.

The Obligors depend on key information technology and communication systems which may fail or be subject to disruption or become obsolete

The operations of the Obligors and the Property Manager are highly dependent on technology and communications systems, including internet websites and portals operated by the Obligors. Any crash of operating system could result in the Obligors not being able to process lease agreements and rental payments.

The efficient and uninterrupted operation of the systems, technology and networks on which the Obligors rely and their ability to provide reliable access to its services are fundamental to the success of the business. Any damage, malfunction, interruption to or failure of systems, networks or technology used by the Obligors, or a failure to upgrade to and adapt to new systems, networks or technologies could result in a lack of confidence in their services and a possible loss of existing tenants or could expose the Obligors to higher risk or losses, which may have an adverse impact on the Obligors' business, financial condition or results of operations.

Enforcement of the Transaction Obligor Security

The Obligor Security Trustee has the absolute discretion at any time to refrain from taking any action under the Obligor Transaction Documents, unless it is satisfied at the time that it is adequately indemnified and/or secured and/or prefunded by the Obligor Secured Creditors (including the Noteholders on behalf of the Issuer).

If the Obligor Security Trustee is directed to take, and agrees to take, formal enforcement proceedings following an Obligor Event of Default, this is likely to be done by the appointment of a receiver, manager, receiver and manager or an administrative receiver as defined in Section 29(2) of the Insolvency Act (an "**Administrative Receiver**") in respect of the Obligors (see the risk factor entitled "*English law security and insolvency considerations*"). Alternatively, a "Law of Property Act" or non-administrative receiver (an "**LPA Receiver**" and, together with an Administrative Receiver or any equivalent person in England and Wales, a "**Receiver**") could be appointed to the Obligors or, in certain cases, possession of the Properties could be obtained. Pending completion of the enforcement procedures, material delays could be experienced in the collection of amounts due from the relevant Obligor and this could result in a material delay by the Issuer to pay amounts due under the Notes, and the net proceeds of any such enforcement procedures may not be sufficient to meet in full the amounts due under the Notes, thereby resulting in losses for Noteholders.

Any Receiver would be deemed to be the agent of the relevant Obligor (unless that Obligor enters into liquidation, following which the Receiver will act as principal as opposed to agent of such Obligor, or as agent of the Obligor Security Trustee (if the Obligor Security Trustee consents to the same)) and, for so long as the Receiver acts within his powers, would only incur liability on behalf of the relevant Obligor. The Receiver would, however, be likely to require from the Obligor Security Trustee an indemnity to meet his costs and expenses as a condition of his appointment, and such costs and expenses would rank ahead of payments due in respect of the Issuer/Borrower Loan, and so this could ultimately result in a reduction in amounts available to Noteholders under the Issuer Payment Priorities, thereby potentially resulting in losses for Noteholders.

In certain cases, the Obligor Security Trustee may take possession of the Properties. If so, possession may be obtained by the Obligor Security Trustee entering into physical possession of the Properties by applying for, obtaining and enforcing a court order in respect of the Properties or by voluntary surrender of possession of the Properties by the Propcos to the Obligor Security Trustee. If a court grants a possession order in favour of the Obligor Security Trustee, the court may suspend its application to permit the Propcos more time to pay the amounts outstanding under the Intra-Group Loans, and this could ultimately delay receipt of enforcement proceeds and so materially delay amounts due under the Notes.

The Obligor Security Trustee and/or any Receiver appointed by it, in exercising its power of sale over a Property, will have a duty to the Propcos to take reasonable care to obtain a proper price. Any failure to do so will put the Obligor Security Trustee at risk of an action by the Propcos for breach of duty, although it is for the Propcos in such circumstances to prove such a breach of duty has occurred. The Propcos may also take court action to attempt to force the Obligor Security Trustee to sell the Property within a reasonable time. If the Obligor Security Trustee were to unduly direct, interfere with or influence the Receiver's actions, the Obligor Security Trustee may be held to be responsible for those actions. Should the Obligor Security Trustee take enforcement proceedings under the Obligor Security Documents and if there is a physical entry into possession of a property owned by a Propco or an act of control or influence that may amount to possession,

such as receiving rental income directly from a relevant tenant, the Obligor Security Trustee may be deemed to be a mortgagee. A mortgagee will have an obligation to account to the Propcos for the income obtained from the Property, be liable for any damage to the Property, have a limited liability to repair the Property and, in certain circumstances, may be obliged to make improvements or incur financial liabilities in respect of the Property. A mortgagee may also be liable to an occupational tenant for any mismanagement of the relevant Property and may incur liabilities to third parties in nuisance and negligence and, under certain statutes (including environmental legislation), the liabilities of a property owner. Any such liability incurred by the Obligor Security Trustee would rank ahead of payments due in respect of the Issuer/Borrower Loan, and so this could ultimately result in a reduction in amounts available to Noteholders under the Issuer Payment Priorities, thereby potentially resulting in losses for Noteholders. A material dispute in relation to any such potential liability of the Obligor Security Trustee may materially delay payments due to Noteholders.

Recoveries upon the enforcement of the Transaction Obligor Security may not be sufficient to satisfy the Borrower's obligations under the Issuer/Borrower Loan in full

In the event of a default by the Borrower or other Obligor under the Issuer/Borrower Facility Agreement, recourse will be to the assets of the Borrower and the other Obligors only, being the Properties, rents, contractual rights, receivables, shares or other capital interests and certain sums standing to the credit of bank accounts of the Borrower and the other Obligors charged as security to the Obligor Security Trustee.

In the event of enforcement of the Transaction Obligor Security Documents, it may be necessary to offer to re-let or, as appropriate, sell the relevant Properties. Amounts received in respect of the Properties by way of rent or sale price following a re-letting or sale could be insufficient to pay accrued interest on, and to repay principal of, the Issuer/Borrower Loan in full, in which case the Noteholders may ultimately suffer a loss.

The rent at which any Property could be re-let or the liquidation value of the Properties may be adversely affected by risks generally incidental to interests in private rental accommodation including, in particular, increased competition, demographic changes, changes to the current UK government, changes to the current UK political and economic conditions, declines in property rental or capital values, prevailing gilt yields and interest rates, credit spreads, changes in governmental rules, regulations and fiscal policies, terrorism, acts of God and other factors which are beyond the control of the Obligors and any other party to the transaction of which the Notes form part.

There can be no assurance that the Obligor Security Trustee would recover, upon enforcement of the Transaction Obligor Security, amounts sufficient to discharge all sums then outstanding under the Issuer/Borrower Facility Agreement and amounts ranking prior and *pari passu* thereto. Accordingly, sufficient funds may not be realised or available to make all required payments to the Issuer (or, following the delivery of an Issuer Enforcement Notice, the Issuer Security Trustee) and in turn to the Noteholders.

Unsecured creditors of the Obligor Group

It should be noted that unsecured creditors of the Obligors, such as trade creditors and suppliers and Her Majesty's Revenue & Customs ("HMRC"), are not bound by the non-petition provision of the STID as they are not parties to the STID and so will be able to petition for a winding up or administration of the Obligors where they fail to pay any amounts owed to them as they fall due.

The Obligor Security Trustee will not monitor the Obligors' compliance with representations and warranties and covenants or the occurrence of an Obligor Event of Default or Potential Obligor Event of Default

The Obligor Deed of Charge provides that the Obligor Security Trustee will be entitled to assume, unless the Obligor Security Trustee is expressly informed otherwise, that no Obligor Event of Default or Potential Obligor Event of Default has occurred or is continuing. The Obligor Security Trustee will not itself monitor whether any such event has occurred. As the Issuer is a special purpose company, it will fall to the Obligors themselves to make these determinations as well as the determinations of the financial and operational positions underlying them, which may be subjective.

MACRO-ECONOMIC AND MARKET RISKS

Outbreaks of infectious disease, pandemics or public health emergencies could have a material adverse effect on the Obligors' business

Outbreaks of infectious disease, pandemics or public health emergencies, such as the recent outbreak of COVID-19, could negatively impact economic conditions and financial markets regionally and globally. If such outbreaks of infectious disease, pandemics or public health emergencies continue for any length of time, whilst the full potential impact is difficult to estimate, this could result in a prolonged period of restrictions or disruptions to commercial and business activities. Additionally, such events could give rise to additional cost, cause disruption to the Obligors' operations and their services and could lead to lower demand for properties provided by the Obligors and possible delay in rent payment by tenants and collections and turnover of properties, in particular in a prolonged economic downturn. This could have a material adverse effect on the Obligors' business, operations, operating profit, financial situation and/or future prospects.

In the case of the COVID-19 pandemic, the following apply:

- Rental income receipts have been lower than expected during the period of outbreak and may be thereafter. Some Folio tenants that were experiencing difficulty in making payments were offered rent deferrals for a three month period with an agreement as to how the debt will be repaid thereafter. Payment plans could also be offered depending on the individual's situation. In each case, discussions regarding affordability are undertaken and tenants are provided with further support in the form of fact sheets and contact information for supportive organisations as applicable. As of 31 August 2020, out of 2,974 occupied properties for the entire Folio portfolio there were 28 cases where tenants have requested either a rent deferral or payment plan.
- In cases where a tenant hasn't paid their rent for some time, one of the mechanisms for ensuring the receipt of rent for any particular home is to evict the tenant concerned. Eviction can only be done on the authority of the courts. At the beginning of the COVID-19 pandemic, the Government announced that evictions would be suspended. On 21 August 2020, the ban was extended to 20 September 2020, making the total length of the ban thus far, 6 months. In addition, the notice period that has to be given to tenants (historically generally two months) will remain at six months. This will be in place until at least 31 March 2021.
- On 10 September 2020, the Government made a further announcement to the effect that evictions will not be enforced in areas where a local lockdown is being enforced and that evictions will not be permitted over the Christmas 2020 period, except in exceptional circumstances.
- Following the recommencement of evictions hearings on 21 September 2020, due to the substantial backlog in cases that has accumulated, the judiciary will be carefully prioritising the most serious cases including those involving anti-social or criminal behaviour, domestic abuse, arrears of over 12 months and other egregious cases.

The points noted above may adversely affect the Issuer's ability to make payments in respect of the Notes.

Tenant collection rates observed in recent months are shown below. This can be compared with the historical information shown in the Property Portfolio section of this Prospectus.

	April 2020	May 2020	June 2020
Tenant Collection Rate (%)	83.88	92.89	96.79

As at 30 June 2020, 1,460 of the 1,521 Dwellings in the Property Portfolio (96.0%), which were let or made available for letting, were occupied. The total of 1,521 excludes the 41 Dwellings occupied by long leaseholders and the 2 Dwellings which are in use as estate offices by NHG.

The decision of the UK to leave the EU may have a negative effect on the Obligors' business and general market volatility

It is difficult for the Obligors to assess what the impact of Brexit will be on the Obligors' business, financial condition or results of operations.

Due to the ongoing political uncertainty as regards the terms of the UK's withdrawal from the European Union and the structure of the future relationship, it is not possible to determine the precise impact on general economic conditions in the UK, including the performance of the UK housing market. It is also not possible to determine the precise impact that these matters will have on the business of the Obligors (including the performance of the underlying loans), any other party to the transaction documents and/or any borrower in respect of the underlying loans, or on the regulatory position of any such entity or of the transactions contemplated by the transaction documents under European Union regulation or more generally.

Rating Agency assessments, downgrades and changes to Rating Agency criteria may result in ratings volatility in respect of the Notes

The ratings to be assigned by the Rating Agencies to the Notes reflect only the views of the particular Rating Agency and, in assigning the ratings, each Rating Agency takes into consideration the credit quality of the Obligors and structural features and other aspects of the transaction of which the Notes form part. The ratings do not address payment of the Default Interest Subordinated Amount. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the Rating Agencies as a result of changes in, or unavailability of, information in relation to the Obligors' underlying business and performance or if, in the Rating Agencies' judgement, other circumstances so warrant. If any rating assigned to the Notes is lowered or withdrawn, the market value of the Notes may be reduced. Future events, including events affecting the Obligors and/or circumstances relating to the industry in which NHG and the Obligors operate, could have an adverse impact on the ratings of the Notes.

Absence of secondary market; limited liquidity of the Notes may adversely affect the market value of the Notes

The Notes will be new securities for which there is no established trading market. There can be no assurance that a secondary market in the Notes will develop or that any secondary market which may be developed in relation to the Notes will provide holders of the Notes with liquidity of investment or that it will continue for the life of the Notes. Consequently, prospective investors in the Notes should be aware that they may have to hold the Notes until their maturity to realise their investment. In addition, the liquidity and market value of the Notes may fluctuate with changes in prevailing rates of interest, market perceptions of the risks associated with the Notes, general economic conditions, the condition of certain financial markets, international political events and

the performance and financial condition of the Obligors and other market conditions. Consequently, any sale of the Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of such Notes.

Assignment of unsolicited ratings may affect the market ratings of the Notes

One or more independent credit rating agencies may assign an unsolicited credit rating to the Notes. These ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and below and other factors that may affect the value of the Notes. Such a rating may be lower than the rating assigned to the Notes by the Rating Agencies and may impact the market value of the Notes.

LEGAL AND REGULATORY RISKS

The Obligors may be subject to privacy or data protection failures

The Obligors are subject to regulation regarding the use of private data relating to tenants, primarily pursuant to the General Data Protection Regulation (the “**GDPR**”). The Obligors process confidential data as part of their business and must comply with the GDPR in relation thereto. There is a risk that this data could be stolen, lost or disclosed, or processed in breach of data protection regulation. If the Obligors or any of the third-party service providers on which they rely fails to store or transmit the information in a secure manner, or if any loss of data were otherwise to occur, the Obligors could face liability under the GDPR. This could also result in the loss of the goodwill of their tenants and deter new potential tenants, which may have an adverse impact on the Obligors’ business, financial condition or results of operations. A breach of the GDPR may also subject the Group to significant financial penalties.

The occurrence of any of these events may have an adverse impact on the Obligors’ business, financial condition or results of operations and therefore have an adverse impact on the Issuer’s ability to satisfy its obligations under the Notes.

Employment and Pensions Risk

All employees within the NHG Group are employed by NHG and its subsidiaries (as they may be from time to time) which includes the Obligors. As a result, there is a risk that a claim could be brought in the Employment Tribunal by an employee of the NHG Group against any or all of the subsidiaries, including the Obligors.

In most types of Employment Tribunal claim there will only be one respondent: the employer or former employer of an employee. However, in circumstances where an employee is jointly employed, subsidiaries within a group structure can also be named as respondents. However, unless the employee bringing the claim has directly been carrying out work for a specific subsidiary, it is likely any claims brought in the Employment Tribunal would be against NHG alone.

If a claim issued was against the Obligors, and that claim was successful, they would be liable for any awards made. Any adverse judgments would also be recorded on an online public register.

NHG participates in a number of pension schemes, the most significant and relevant being the Defined Benefit schemes:

- the Social Housing Pension Scheme administered by TPT Retirement Solutions;
- the Local Government Pension Scheme administered by Wandsworth Council;
- the Genesis Pension Scheme administered by TPT Retirement Solutions;

- the PCHA 2001 Pension Scheme administered by TPT Retirement Solutions; and
- the Local Government Pension Scheme administered by the London Pension Fund Authority.

As at December 2019 the s.75 debts in the Defined Benefit schemes are estimated by the NHG actuaries as not exceeding £300m.

Certain forms of re-structuring of NHG may result in circumstances in which a funding deficit has to be met. For example, a transfer of engagements or a transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) could lead to a crystallisation of a net pension liability.

There is a risk that any entity within the NHG Group (including the Obligors) could be required by the Pensions Regulator (“TPR”) to contribute to the Defined Benefit schemes on the basis that they are parties "connected to" or "associated with" the relevant employers (the employer admitted to the scheme) whether or not they themselves are classified as "employers". This would be required by way of a contribution notice or financial support direction being served.

A contribution notice requires the recipient to pay a specified sum of money into the relevant scheme within a specified period of time. TPR may serve a contribution notice on any entity within the NHG Group if it was a party to an act, or a deliberate failure to act, the main purpose or one of the main purposes of which it was either (i) to prevent the recovery of the whole or any part of a debt which was, or might become, due from the employer under Section 75 of the Pensions Act 1995; (ii) to prevent such a debt becoming due, to compromise or otherwise settle such a debt, or to reduce the amount of such a debt which would otherwise become due; or (iii) where the effect (regardless of intention) of the act was to materially weaken the respective pension scheme by detrimentally affecting in a material way the likelihood of accrued scheme benefits being received by or in respect of members.

In order to issue a contribution notice TPR would have to be satisfied that its target for the notice was a party to or knowingly assisted in, the act or deliberate failure to act and it is reasonable to require the target to pay. In considering reasonableness, it will take into account the target’s degree of involvement in the act or failure to act, the relationship between the target and the relevant employer and the target’s financial circumstances.

A financial support direction requires a recipient to put in place financial support for the relevant pension scheme, which must remain in place whilst the scheme is in existence. TPR may serve a financial support direction if it considers the relevant employer is insufficiently resourced. An employer is insufficiently resourced if the value of its resources is less than 50 per cent. of the pension scheme’s deficit calculated on an annuity buy-out basis and the aggregate value of the resources of the persons who are connected to or associated with the employer and each other, when added to the value of the employer’s resources, would be 50 per cent. or more of the combined pension scheme deficit calculated on an annuity buy-out basis.

The net assets of NHG as at 31 March 2020 were £2,742m and its resources as defined above were £2,764m. As at December 2019 the Group’s actuaries estimated that the section 75 debts within NHG’s defined benefit pension schemes did not exceed £300m. As such, NHG’s resources would have to fall by more than 94%, or by more than £2,614m for them to be considered to be “insufficiently resourced” within the above definition.

In order to issue a financial support direction, TPR must consider it reasonable to impose this. In considering this it will take into account the relationship with employer, the value of any benefits received by the entity from the relevant employer, any connection or involvement they have had with the pension scheme and the target’s financial circumstances.

TPR has only served a limited number of contribution notices and financial support direction since their introduction. As set out above, prior to issuing a contribution notice or financial support direction TPR would carry out an investigation. To the extent any restructuring or transaction undertaken by NHG does not impact defined pension benefits, TPR will not serve either notice on the Obligors.

NHG will provide an undertaking to indemnify the Obligors against any cost, expense, loss or liability (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) suffered or incurred by or awarded against that Obligor in each case arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened (including, without limitation, any action, claim, investigation or proceeding to preserve or enforce rights) in relation to:

- (A) any employment matter or issue involving one or more employees (whether currently employed as at the date of the undertaking or to be employed at any time after the date of this letter) of the Group; and/or
- (B) any pension, pension contribution or any other pensions related matter or issue in relation to the current and future pension arrangements of the NHG Group.

The Obligors may face restrictions or liabilities under applicable laws and regulations

The Obligors are required to comply with a variety of laws and regulations in the United Kingdom and from European Union authorities, including planning, zoning, environmental, fire, health and safety, tax, landlord and tenant and other laws and regulations. If the Obligors fail to comply with these laws and regulations, the Obligors may have to pay penalties or private damages awards.

The payment by the Obligors of any significant fines in relation to the failure by the Obligors to comply with such laws or regulations, may reduce the amounts available to the Propcos to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Property investment may be affected by legal and regulatory changes

The risks incidental to the ownership of real estate include changes in relation to tax and landlord/tenant, environmental protection and safety and planning laws, as well as land use and building regulation standards.

If these laws and regulations are changed, or new obligations imposed, property development and investment may become more difficult or costly, and therefore have an adverse effect on the income from, and value of, any Properties owned by the Obligors. New laws may be introduced which may be retrospective and affect existing planning consents.

In addition, investors in the Notes should note that changes in the legal framework concerning planning rules in the UK may negatively influence the values of properties.

Such legal and regulatory changes may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Loan, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Changes in law and/or regulatory, accounting and/or administrative practices may affect payments on the Notes

The structure of the issue of the Notes, the Issuer/Borrower Loan and the ratings which are to be assigned to the Notes are based on English law, regulatory, accounting and administrative practice

in effect as at the date of this Prospectus, and having due regard to the expected tax treatment of the Issuer, the Borrower and the Obligors under United Kingdom tax law and the published practice of HMRC in force or applied in the United Kingdom as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or possible change to English law, regulatory, accounting or administrative practice in the United Kingdom or to United Kingdom tax law, or the interpretation or administration thereof, or to the published practice of HMRC as applied in the United Kingdom after the date of this Prospectus. Any changes to accounting practices may have an effect on the tax treatment of, *inter alios*, the Borrower, the other Obligors and the Issuer. No assurance can be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes.

Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S., and elsewhere, there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in multiple measures for increased regulation which are at various stages of implementation and which may have an adverse impact on the regulatory position of certain investors in asset-based securities exposures and/or on the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position, and should consult their own advisers in this respect. None of the Issuer, the Arranger, the Bookrunner, the Obligor Security Trustee, the Issuer Security Trustee or the Note Trustee makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment at any time.

Investors should note in particular that the Basel Committee on Banking Supervision (“**BCBS**”) has approved a series of significant changes to the Basel regulatory capital and liquidity framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

On 1 January 2019, the Securitisation Regulation began to apply to any securitisations issued from that date, subject to various transitional provisions. The Securitisation Regulation implements the revised securitisation framework developed by the Basel Committee, as well as revised risk retention and transparency requirements (now imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and new due diligence requirements imposed on certain institutional investors in a securitisation. In general, the requirements imposed under the Securitisation Regulation are more onerous and have a wider scope than those imposed under the previous legislation.

The transaction described in this Prospectus is not intended to comply with any of the risk retention, transparency and due diligence requirements described above and no party to the transaction has committed to retain a material net economic interest in the transaction in accordance with the aforementioned requirements.

Investors should make themselves aware of any regulatory requirements applicable to them with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Guarantees and security may constitute a transaction at an undervalue or preference

A liquidator or administrator of an Obligor could apply to the court to unwind the issuance of its guarantee or grant of security if such liquidator or administrator believed that issuance of such constituted a transaction at an undervalue.

Each of the Obligors believes that each Obligor Guarantee is not and will not be a transaction at an undervalue and that each guarantee will be provided in good faith for the purposes of carrying on the business of each Obligor and that there are reasonable grounds for believing that the transactions will benefit each such Obligor. However, there can be no assurance that the provision of the Obligor Guarantees will not be challenged by a liquidator or administrator or that a court would support the Obligor's analysis.

If the liquidator or administrator can show that any Transaction Obligor has given a “preference” to any person (which could include the giving of a guarantee or the granting of security over its assets) within six months of the onset of liquidation or administration (or two years if the preference is to a “connected person”) and, at the time of the preference, that Transaction Obligor was technically insolvent or became so as a result of the preferential transaction, a court has the power, among other things, to void the preferential transaction. For these purposes, a company gives preference to a person if that person is one of the company's creditors (or a surety or guarantor for any of the company's debts or liabilities) and the company takes an action which has the effect of putting that person into a position which, in the event of the company going into insolvent liquidation, will be better than the position that person would have been in if that thing had not been done. The court may not make an order avoiding a preferential transaction unless it is satisfied that the company was influenced by a desire to put that person in a better position. This provision of English insolvency law may affect transactions (including the giving of the Obligor Guarantees or the granting of the Transaction Obligor Security) entered or to be entered into (as applicable), or payments (including pursuant to such the Obligor Guarantees) made or to be made (as applicable), by any of the Obligors during the relevant period prior to the liquidation or administration of such Obligor.

In addition, if it can be shown that a transaction entered into by an English company was made for less than fair value and was made to shield assets from creditors, then the transaction may be set aside as a transaction defrauding creditors. Any person who is a “victim” of the transaction, and not just liquidators or administrators, may assert such a claim. There is no statutory time limit within which a claim must be made and the company need not be insolvent at the time of the transaction. The Obligors do not believe that they have entered into any transactions which may be regarded as being for less than fair value or to shield assets from their creditors.

Volcker Rule

The enactment of the Dodd-Frank Act, which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act. Section 619 of the Dodd-Frank Act added a new section 13 to the Bank Holding Company Act of 1956, commonly referred to as the “**Volcker Rule**”.

The Volcker Rule generally prohibits “banking entities” (broadly defined to include U.S. banks, bank holding companies and foreign banking organizations, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in, or sponsoring, a “covered fund” and (iii) entering into certain relationships with such

funds, subject to certain exceptions and exclusions. If the Issuer is considered a “covered fund”, the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes. The Volcker Rule and any similar measures introduced in another relevant jurisdiction may, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market. See “*Certain Regulatory Considerations - Volcker Rule may restrict the ability of relevant individual prospective purchasers to invest in the Notes*” for information on the Issuer’s status under the Volcker Rule.

There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule’s prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a “banking entity” as defined under the Volcker Rule and is considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each prospective investor must determine for itself whether it is a banking entity subject to regulation under the Volcker Rule.

Regulators in the United States may promulgate further regulatory changes, and no assurance can be given as to the impact of such changes on the Notes.

Prospective investors should make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

U.S. Risk Retention Requirements

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the “securitizer” of a “securitization transaction” to retain at least 5 per cent. of the “credit risk” of “securitized assets”, as such terms are defined for the purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The final rules promulgated under Section 15G of the Exchange Act (the “**U.S. Risk Retention Rules**”) came into effect on 24 December 2016 with respect to all classes of asset-backed securitizations. The U.S. Risk Retention Rules provide that the securitizer of an asset backed securitization is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The transaction described herein is not structured to comply with the U.S. Risk Retention Rules, and no party to the transaction intends to retain at least 5 per cent. of the credit risk of the securitized assets for purposes of compliance with the U.S. Risk Retention Rules to the extent the transaction described in this Prospectus is a “securitization transaction” subject to the U.S. Risk Retention Rules. If the U.S. Risk Retention Rules apply, it is intended that the applicable sponsor rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. See “*Certain Regulatory Considerations – U.S. Credit Risk Retention*” for further details.

No Notes which are offered and sold by the Issuer may be purchased by, or for the account or benefit of, any Risk Retention U.S. Person, and any prospective investor in the Notes that is a Risk Retention U.S. Person must disclose such fact to the Issuer and the Bookrunner. Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S, and that persons who are not “U.S. persons” under Regulation S may be U.S. persons under the U.S. Risk Retention Rules.

Each holder of a Note or a beneficial interest therein acquired on the Closing Date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to make certain representations, as set forth in further detail in “*Subscription and Sale*”. There can be no assurance that the restrictions on purchase and transfer of the Notes in this respect will be complied with, that any Risk Retention U.S. Persons will disclose its status to the Issuer in the manner in which such restrictions require, or that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure of the transaction to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes, the market value of the Notes or their secondary market liquidity.

Moratorium and Housing Administration in relation to NHG

In order to protect the interests of tenants and to preserve the housing stock of a Registered Provider of Social Housing within the social housing sector and within the regulatory regime, a 28 day moratorium on the disposal of land (including the enforcement of any security) by a non-profit Registered Provider of Social Housing will apply upon notice being given to the Regulator of certain steps being taking in relation to that provider such as presenting a winding up petition, the appointment of an administrator or the intention to enforce security over its property. The Regulator may then seek to agree proposals about the future ownership and management of the provider’s land with its secured creditors. The Obligor Security Trustee will be required to notify the Regulator of its intention to enforce the security created pursuant to the NHG Transaction Obligor Security Agreement entered into by NHG and it cannot enforce its security granted by NHG during the resulting moratorium without the consent of the Regulator.

NHG is a registered society within the meaning of the Cooperative and Community Benefit Societies Act 2014, and is therefore not subject to administration under the Insolvency Act 1986. However, the Housing and Planning Act 2016, the Insolvency of Registered Providers of Social Housing Regulations 2018 and the Housing Administration (England and Wales) Rules 2018 introduced a special administration regime called housing administration which was brought into force on 5 July 2018 and is available in addition to the moratorium regime. This provides for a court to appoint a qualified insolvency practitioner known as a “housing administrator” to manage the affairs, business and property of a Registered Provider of Social Housing, following an application from the Secretary of State or (with the permission of the Secretary of State) the Regulator.

An interim moratorium will run from the date of issue of an application for a housing administration order until the application is either dismissed or a housing administration order takes effect and, upon the making of a housing administration order, a Registered Provider of Social Housing shall become subject to a moratorium, for so long as such Registered Provider of Social Housing is subject to a housing administration order, that prevents secured creditors from enforcing their security without the consent of the housing administrator or the permission of a court.

Each housing administration order will last for 12 months (subject to certain exceptions) but may be extended.

The Obligor Security Trustee must notify the Regulator of its intention to enforce its security and cannot enforce its security during the resulting moratorium without the consent of the Regulator. This may adversely affect the Obligor Security Trustee's ability to enforce the security created pursuant to the NHG Transaction Obligor Security Agreement. This will only affect security charged pursuant to the NHG Transaction Obligor Security Agreement.

“Registered Provider of Social Housing” means a person listed in the register of providers of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 or any replacement or successor legislation thereto.

“Regulator” means the Regulation Committee of the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, or any

similar future authority or authorities carrying on substantially by the same regulatory and/or supervisory functions.

Administration

In certain circumstances an administrator may be appointed in relation to an Obligor the effect of which would be that, during the period for which the order is in force, the affairs, business and property of the Obligor will be managed by the administrator.

An interim “moratorium” on enforcement action against the Obligor will come into effect on the filing with the court of the application for making of an administration order by the court or the notice of intention to appoint an administrator out of court, or on the presentation of a petition for an administration order, as the case may be. During the period for which such moratorium is in force, (among other things) no steps may be taken to enforce any security over the property of the Obligor except with the leave of the court (and subject to such terms as the court may impose). The moratorium remains in force where an administration application has been made and has not yet been granted or dismissed, or has been granted but the order has not yet taken effect, or where a floating charge holder has filed notice of intention to appoint an administrator with the court, until the appointment takes effect or until 5 business days expire with no administrator having been appointed, or where the directors of or the Obligor itself have or has filed with the Court notice of intention to appoint an administrator, until the appointment takes effect or until 10 business days expire with no administrator having been appointed.

During the period for which a company is in administration, (among other things) no steps may be taken to enforce any security over the property of the company except with the leave of the court (and subject to such terms as the court may impose) or the consent of the administrator.

Accordingly if an application is made or petition is presented for the making of an administration order by the court, or notice is filed with the court of the intention to appoint an administrator, or an administration order is made or an administrator is appointed in respect of any of the Propcos, the enforcement of the Obligor Security by the Obligor Security Trustee would not be possible unless the leave of the court or the consent of the administrator was obtained, and would in any case be delayed by the need to apply to the court for leave or to the administrator for consent.

English law security and insolvency considerations

The Issuer will enter into the Issuer Deed of Charge pursuant to which it will grant the Issuer Security in respect of certain of its obligations, including its obligations under the Notes (as to which, see “*Summary of the Transaction Documents – Obligor Security Documents*” and “*Summary of the Transaction Documents – Issuer Deed of Charge*”). Similarly, the Borrower and the other Obligors will enter into the Obligor Deed of Charge, pursuant to which the Obligors will grant security in respect of certain of their obligations, including their obligations under the Issuer/Borrower Facility Agreement. In certain circumstances, including the occurrence of certain Insolvency Events in respect of the Issuer and/or the Obligors, the ability to realise the Issuer Security and/or the relevant Obligor Security, respectively, may be delayed and/or the value of the relevant security impaired. In particular, it should be noted that significant changes to the UK insolvency regime have been enacted under the Corporate Insolvency and Governance Act 2020 (“**CIGA 2020**”) (which received Royal Assent on 25 June 2020 and came into effect on 26 June 2020). The changes include, among other things: (i) the introduction of a new moratorium regime that certain eligible companies can obtain which will prevent creditors taking certain action against such a relevant company for a specified period; (ii) a ban on operation of or exercise of *ipso facto* clauses preventing (subject to exemptions) termination, variation or exercise of other rights under a contract due to a counterparty entering into certain insolvency or restructuring procedures; and (iii) a new compromise or arrangement under Part 26A of the Companies Act 2006 (the “**Restructuring Plan**”) that provides for ways of imposing a restructuring on creditors and/or shareholders without their consent (so-called “cross-class cram-down” procedure), subject to certain conditions being met, and with a court adjudicating on the fairness of the restructuring proposal as a whole in determining whether or not

to exercise its discretionary power to sanction the relevant Restructuring Plan. While the Issuer and the Obligors are expected to be exempt from the application of the new moratorium regime and the ban on *ipso facto* clauses, there is no guidance on how the new legislation will be interpreted and the Secretary of State may by regulations modify the exceptions. For the purposes of the Restructuring Plan, it should also be noted that there are currently no exemptions, but the Secretary of State may by regulations provide for exclusion of certain companies providing financial services and the UK government has expressly provided for changes to the Restructuring Plan to be effected through secondary legislation, particularly in relation to the cross-class cram-down procedure. It is therefore possible that aspects of the legislation may change.

The Insolvency Act 1986 (the “**Insolvency Act**”) allows for the appointment of an administrative receiver in relation to certain transactions in the capital markets. Although there is as yet no case law on how these provisions will be interpreted, it should be applicable to the floating charge created by the Issuer and granted by way of security to the Issuer Security Trustee and to the floating charge created by each of the Obligors and granted by way of security to the Obligor Security Trustee. However, as this is partly a question of fact, were it not to be possible to appoint an administrative receiver in respect of the Issuer and/or the relevant Obligor(s), the Issuer and/or, as applicable, the relevant Obligor(s) would be subject to administration if they became insolvent. In such circumstances, the primary emphasis may be to rescue the Issuer and/or, as applicable, the relevant Obligor(s) as a going concern which may lead to the ability to realise the Issuer Security and/or the Obligor Security being delayed, the value of such security being impaired and/or conflict with the interests of the Noteholders.

While the transaction structure is designed to minimise the likelihood of the Issuer or the Obligors becoming insolvent and/or subject to pre-insolvency restructuring proceedings, no assurance can be given that any modification of the exceptions from the application of the new insolvency reforms referred to above will not be detrimental to the interests of Noteholders, and there can be no assurance that the Issuer and/or the Obligors will not become insolvent and/or the subject of Insolvency Proceedings (including any pre-insolvency proceedings) and/or that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws or the laws affecting the creditors’ rights generally).

In addition, it should be noted that, to the extent that the assets of the Issuer, the Borrower or the other Obligors are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the provisions of sections 174A, 176ZA and 176A of the Insolvency Act, certain floating charge realisations which would otherwise be available to satisfy the claims of Issuer Secured Creditors under the Issuer Deed of Charge or the Obligor Secured Creditors under the Obligor Deed of Charge, as applicable, may be used to satisfy any expenses of the insolvency proceeding, and any claims of unsecured creditors or creditors who otherwise take priority over floating charge recoveries. While certain of the covenants given by the Issuer and the Obligors in the Issuer Transaction Documents and the Obligor Transaction Documents, respectively, are intended to ensure that they each have no significant creditors other than the Issuer Secured Creditors under the Issuer Deed of Charge and the Obligor Secured Creditors under the Obligor Deed of Charge, it will be a matter of fact as to whether the Issuer or the relevant Obligor has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Issuer Security and/or the Obligor Security, as applicable.

In addition, it should be noted that unsecured creditors of the Obligors, such as trade creditors and suppliers and HMRC, are not bound by the non-petition provision of the STID and so will be able to petition for a winding up or administration of the Obligors where they fail to pay any amounts owed to them as they fall due. The Obligors have covenanted in the Issuer/Borrower Facility Agreement to pay such trade creditors, suppliers and HMRC on time.

Fixed security interests may be recharacterised as floating security interests

There is a possibility that a court could find that certain fixed security interests expressed to be created by the Obligor Security Documents and/or the Issuer Deed of Charge instead take effect as floating charges (in particular, see “*Recharacterisation risk for security over bank accounts*” below). Whether the fixed security interests will be upheld will depend, among other things, on whether the Obligor Security Trustee or, as the case may be, the Issuer Security Trustee has the requisite degree of control over the relevant assets and exercises that control in practice.

If any fixed security interest is recharacterised as a floating security interest, the claims of (i) the unsecured creditors of the relevant Obligor or the Issuer (as the case may be) and (ii) certain statutorily defined preferential claims against the Obligors or the Issuer (as applicable) (including, as applicable, certain employee claims in respect of contributions to pension schemes and wages and the costs and expenses of an administration and/or a liquidation) may have priority over the rights of the Obligor Security Trustee or the Issuer Security Trustee (as applicable) to the proceeds of enforcement of such security in accordance with s176A of the Insolvency Act. To the extent that the assets of any Obligor or the Issuer (as the case may be) are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the provisions of section 176A of the Insolvency Act, certain floating charge realisations which would otherwise be available to satisfy the claims of Obligor Secured Creditors under the Obligor Security Documents or the Issuer Secured Creditors under the Issuer Deed of Charge, as applicable, may be first used to satisfy any claims of unsecured creditors of the relevant Obligor or the Issuer respectively.

Liquidation expenses

On 6 April 2008, a provision in the Insolvency Act came into force which effectively reversed by statute the House of Lords' decision in the case of *Leyland Daf* in 2004. Accordingly, the costs and expenses of a liquidation (including certain tax charges) will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to provisions set out in the Insolvency Rules 1986.

As a result of the changes described above, upon the enforcement of the floating charge security granted by the Issuer and/or the Obligors, floating charge realisations which would otherwise be available to satisfy the claims of Issuer Secured Creditors under the Issuer Deed of Charge and/or Obligor Secured Creditors under the Obligor Security Documents will be reduced by at least a significant proportion of any liquidation expenses. There can be no assurance that the Noteholders will not be adversely affected by such a reduction in floating charge realisations.

The application of the eligible companies moratorium may limit the ability of the Obligor Security Trustee to enforce the Obligor Security or the Issuer Security Trustee to enforce the Issuer Security

Pursuant to the moratorium provisions set out in Part A1 and Schedule ZA1 to the Insolvency Act (inserted by the CIGA 2020), certain "eligible companies" are able to obtain an optional moratorium for an initial period of 20 business days with an ability to extend for a further period of 20 business days without consent and with the possibility of further extensions of up to one year or more with the consent of creditors or permission from the court.

During the moratorium, the directors will remain in full control of the relevant company, with the company being under the supervision of an independent monitor appointed for these purposes. The moratorium will have a similar effect to the moratorium which arises on the making of an administration order, except in relation to the crystallisation of floating charges (that is, a floating charge cannot be crystallised during the moratorium) and it will prevent creditors from taking any steps to enforce security over the company's property, repossessing goods under a hire-purchase

agreement, levying distress, commencing or continuing proceedings without the leave of the court and, in the case of a landlord, seeking to forfeit a lease by means of peaceable re-entry. There is no requirement for notice to be given to any person entitled to appoint an administrative receiver prior to the obtaining of the moratorium. However, following 30 September 2020, it will not be possible for a company, which is in administrative receivership, to obtain a moratorium.

Under Schedule ZA1 of the Insolvency Act, a company is “eligible” unless it is excluded from being eligible. Excluded entities as provided for and defined in Schedule ZA1 include, *inter alia*, certain banks, investment banks and investment firms, securitisation companies and “parties to capital market arrangements”. A securitisation company is excluded if it is a company within the meaning of regulation 4 of the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296), which exclusion is expected to extend to the Issuer, although aspects of the relevant provisions are not entirely clear. A company would also be excluded from eligibility for a moratorium if it is party to a capital market arrangement, under which a debt of at least £10,000,000 is incurred and which involves the issue of a capital market investment. The definitions of “**capital market arrangement**” and “**capital market investment**” are broad and are such that, in general terms, any company which is a party to an arrangement which involves at least £10,000,000 of debt, the granting of security to a trustee, and the issue of a rated, listed or traded debt instrument, is excluded from being eligible for a moratorium. This exclusion is expected to extend to the Issuer and the Obligors, although aspects of this exclusion are not free from doubt. Furthermore, the Secretary of State may modify the criteria by reference to which a company otherwise eligible for a moratorium is excluded from being so eligible.

The Secretary of State may, by regulation, also modify the qualifications for eligibility of a company for a moratorium and may also modify the present definition of an “**eligible**” company. Accordingly, the Issuer and the Obligors may, at any given time, come within the ambit of the “eligible” companies provisions, such that the Issuer and the Obligors may (subject to the exemptions referred to below) be eligible to seek a moratorium.

Accordingly, the provisions described above could limit the ability of the Obligor Security Trustee to enforce the Obligor Security and/or the Issuer Security Trustee to enforce the Issuer Security to the extent that: first, if the Issuer and/or the Obligors fall within the criteria for eligibility for a moratorium at the time a moratorium is sought; secondly, if the directors of the Issuer and/or the Obligors seek a moratorium in advance of a company voluntary arrangement; and, thirdly, if the Issuer and/or the Obligors are considered not to fall within the securitisation companies exception or “parties to capital market arrangements” exception (as expressed or modified at the relevant time) or any other applicable exception at the relevant time; in those circumstances, the enforcement of any Obligor Security by the Obligor Security Trustee and/or the enforcement of the Issuer Security by the Issuer Security Trustee will be for a period prohibited by the imposition of the moratorium. In addition, the other effects resulting from the imposition of a moratorium described above may impact the transaction in a manner detrimental to the Noteholders.

Recharacterisation risk for security over bank accounts

In accordance with the terms of the Issuer/Borrower Facility Agreement, the Borrower will establish certain individual bank accounts on the Closing Date (the “**Borrower Accounts**”), into which, among other things, rental income and disposal proceeds in respect of the Properties must be paid (see further the section of this Prospectus entitled “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*” below). In addition, the Issuer established the Issuer Accounts on the Closing Date. The Borrower has granted, pursuant to the terms of the Obligor Deed of Charge, security over all of its interests in the Borrower Accounts, which, in each case, is expressed to be fixed security. The Issuer has granted, pursuant to the terms of the Issuer Deed of Charge, security over all of its interests in the Issuer Accounts, which in each case, is expressed to be fixed security.

Although the various bank accounts are stated to be subject to various degrees of control prior to an Obligor Event of Default or an Issuer Event of Default (as applicable), it is possible that the Loan

Facility Agent, the Obligor Security Trustee or the Issuer Security Trustee (as applicable) will not exercise the requisite degree of control over the relevant Borrower Accounts or Issuer Accounts (as applicable) and, as such, a court would likely determine that the security interests granted in respect of the Borrower Accounts or the Issuer Accounts (as applicable) take effect as floating security interests only and that the security interests granted over the assets from which the monies paid into the accounts are derived also take effect as floating security interests only, notwithstanding that the security interests are expressed to be fixed. In such circumstances, monies paid into the Borrower Accounts or the Issuer Accounts (as applicable) or derived from those assets could be diverted to pay preferential creditors were a receiver, liquidator or administrator to be appointed in respect of the Issuer or the relevant Obligor (as applicable) in whose name the account is held which may in turn impact the Issuer's ability to make payments in respect of the Notes. See above the section of this Prospectus entitled "*Fixed security interests may be recharacterised as floating security interests*".

Conflicts of interest between the Issuer and the other transactions parties

Certain parties to the transaction have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer, NHG or the Obligors in the ordinary course of business. Other parties to the transaction may also perform multiple roles, including HSBC Bank plc, who will act as Principal Paying Agent, Note Trustee, Issuer Security Trustee, Issuer Account Bank, Borrower Account Bank and Issuer Cash Manager, and CBRE Loan Services Limited, who will act as Loan Facility Agent, Obligor Security Trustee, Servicer and Special Servicer. The terms of the Transaction Documents do not prevent any of the parties to the Transaction Documents from rendering services similar to those provided for in the Transaction Documents to other persons, firms or companies or from carrying on any business similar to or in competition with the business of any of the parties to the Transaction Documents.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction:

- (A) having previously engaged or in the future engaging in transactions with other parties to the transaction;
- (B) having multiple roles in this transaction; and/or
- (C) carrying out other roles or transactions for third parties.

The parties to the transaction may, pursuant to the Transaction Documents, be replaced by one or more new parties. It cannot be excluded that such a new party could also have a potential conflicting interest, which might ultimately have a negative impact on the ability of the Issuer to perform its obligations in respect of the Notes.

In addition thereto, it is noted that certain transaction parties (including the Arranger and HSBC Bank plc in its various capacities) are part of global investment banking and securities and investment management firms that provides a wide range of financial services to a substantial and diversified client base that includes, without limitation, corporations, financial institutions, governments and high net worth individuals. As such, they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of their business. Such transaction parties and/or their respective clients may have positions in or may have arranged financing in respect of the Notes and may have provided or may be providing investment banking services and other services to the other transaction parties.

For the reasons set out above, there is a risk that the interests of the transaction parties and their actions are not aligned with or conflict with those of any of the other transaction parties and/or the Noteholders and this may impact the Issuer's ability to meet its obligations under the Notes and/or may have an adverse effect on (the value of) the Notes.

TAX RISKS

Value added tax

To the extent that the Propcos are included in a VAT group, the Propcos will be jointly and severally liable for the VAT liabilities of that VAT group. The effect of VAT grouping is to disregard supplies between members of the VAT group, which would allow VAT not to be charged on services supplied to the Propcos under the Property Management Agreement if the Propcos are included in the VAT group of which the Property Manager is a member. A VAT group would also mitigate any VAT cost arising on the acquisition of the retail units at Tankerville Court. Given these potential benefits, and notwithstanding the joint and several liability position, the Tax Deed of Covenant will permit the Propcos to join the VAT group of which NHG is the representative member, but the Propcos will not otherwise be permitted to join a VAT group of which any non-Obligor is a member.

Should liabilities of the wider NHG VAT group be imposed on the Propcos as a result of their being a member of the NHG VAT group, that may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Facility Agreement, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Interest deductibility

In line with the OECD's recommendations under the Base Erosion and Profit Shifting project, new rules were introduced with effect from April 2017 which restrict the deductibility for tax purposes of corporate interest expense for both third party and intra-group borrowing. The restriction is based on a 30 per cent. fixed ratio rule, subject to a supplementary group ratio rule. There is a de minimis threshold of £2 million per year. The rules may result in the Intra-Group Loans ceasing to be fully deductible for the Obligors, which could increase the Obligors' liability to tax. In addition, no assurance can be given that such matters would not adversely affect the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Changes in the Obligors' tax status or to tax legislation may affect the Issuer's ability to fulfil its commitments

Tax rules and their interpretation may change. Any change to the tax status of any Obligor or to taxation legislation or its interpretation may affect the Obligors' ability to realise income on investments and a return on any disposal of investments. It is noted that as at the date of this Prospectus, there are no changes to UK tax legislation currently proposed which would impact the tax status of the Obligors. Reduced income and capital returns on investments may adversely affect the Propcos' ability to make payments to the Borrower under the Intra-Group Agreement, which may in turn impact the Borrower's ability to make payments to the Issuer in respect of the Issuer/Borrower Facility Agreement, which may in turn impact the Issuer's ability to make payments in respect of the Notes.

Securitisation tax regime

The securitisation tax regime provides for a permanent regime for the taxation of "securitisation companies" (as introduced by the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296). Companies to which the securitisation tax regime applies will be taxed broadly by reference to their "retained profit" rather than by reference to their accounts. The Issuer should, and should continue to, fall within the securitisation tax regime. As such, the Issuer should be taxed only on the amount of its retained profit for so long as it satisfies the conditions for remaining within the securitisation tax regime. However, if at any time the Issuer ceases to satisfy these conditions, then profits or losses could arise in the Issuer which could have tax effects not contemplated in the cashflows for the transaction described in this Prospectus and as such could adversely affect the tax treatment of the Issuer and consequently payments on the Notes.

Given its shareholding in the Propcos (other than Propco 5), the Borrower will not qualify to be taxed under the securitisation tax regime, but will instead be taxed under the normal corporation tax rules applicable to UK resident companies.

Issuer not obliged to pay additional amounts in the event withholding tax is levied in respect of the Notes

In the event that any withholding or deduction for or on account of tax is required to be made from payments in respect of the Notes (as to which, in relation to United Kingdom tax, see the section of this Prospectus entitled “*Tax Considerations – United Kingdom Taxation*”), neither the Issuer nor any other person will be obliged to pay any additional amounts to Noteholders or Couponholders or to otherwise compensate Noteholders or Couponholders for the reduction in the amounts they will receive as a result of such withholding or deduction. If such a withholding or deduction is required to be made for or on account of any United Kingdom tax by reason of a change in tax law (or the application or official interpretation thereof), the Issuer will (except in certain limited circumstances) take the actions set out in Condition 6.3 (*Optional redemption for taxation reasons*) of the Notes, which involve, if the same would avoid the relevant event, appointing a paying agent in another jurisdiction or using reasonable endeavours to arrange for the substitution of the Issuer by a company incorporated and/or tax resident in another jurisdiction as principal debtor under the Notes, subject to the provisions set out in Condition 6.3 (*Optional redemption for taxation reasons*) of the Notes being met. If the Issuer is unable, having used its reasonable endeavours, to arrange a substitution or if to do so or appointing a paying agent would not avoid such withholding or deduction, then on any Interest Payment Date pursuant to and in accordance with Condition 6.3 (*Optional redemption for taxation reasons*) of the Notes the Issuer may redeem (without premium or penalty) all (but not some only) of the Notes (in each case) at their Principal Amount Outstanding, together with accrued but unpaid interest on the Principal Amount Outstanding of the Notes up to (but excluding) the Interest Payment Date on which such redemption occurs to the extent the Issuer has sufficient funds to do so in accordance with the provisions of Condition 6.3 (*Optional redemption for taxation reasons*) of the Notes.

Withholding tax under the Issuer/Borrower Facility Agreement

Based on advice received, the directors of the Issuer believe that, under current law, all payments made under the Issuer/Borrower Facility Agreement can be made without deduction or withholding for or on account of any United Kingdom tax. In the event that any withholding or deduction for or on account of tax is required to be made from any payment due to the Issuer under the Issuer/Borrower Facility Agreement, the amount of that payment will be increased so that, after that withholding or deduction has been made, the Issuer will receive a cash amount equal to that which it would have received had no such withholding or deduction been required to be made. In addition, the Borrower will have the option (but not the obligation) in the circumstances described in “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement – Prepayment*” to prepay the outstanding Issuer/Borrower Loan made under the Issuer/Borrower Facility Agreement in full at its principal amount outstanding together with accrued interest. If the Borrower chooses to prepay the Issuer/Borrower Facility Agreement, the Issuer will then be obliged to redeem the Notes as provided in Condition 6.2 (*Redemption upon repayment or prepayment of the Issuer/Borrower Loan*). If the Borrower does not have sufficient funds to enable it to make such increased payments to the Issuer, the Issuer's ability to meet its payment obligations under the Notes could be adversely affected.

United Kingdom corporation tax on chargeable gains

The Properties have been acquired by the Propcos by way of intra-group disposals for the purposes of United Kingdom corporation tax on chargeable gains. This is on the basis that each disposer and the relevant Propco is a member of the same group for those purposes. Each Propco is treated as if it had acquired the relevant Property for such a consideration as ensures that neither a gain nor a loss accrues to the disposer. Save in certain limited circumstances which are generally unlikely to be relevant, if any Propco ceases to be a member of that group within six years of its acquisition

of the relevant Property without having previously disposed of that Property, that Propco will be treated as disposing of that Property in the accounting period in which it ceases to be a member of that group at its market value at the time that the Propco originally acquired it. Depending on the circumstances in which such degrouping arises, this could give rise to a corporation tax liability on chargeable gains for that Propco or the Borrower, which could reduce the resources of the relevant company. This would ultimately result in the possibility of the Issuer having insufficient resources to meet its obligations under the Notes.

Each of NHG, the Obligor Holdco, the Parent, the Borrower and PLMR (together with any other intermediate holding companies) will covenant with each Propco and the Borrower not to do anything which would cause such a tax liability to arise unless, prior to the taking of any steps giving rise to such a tax liability, it pays to each Propco in respect of which such a liability to tax will arise or the Borrower (as applicable) an amount equal to the amount of any such liability, such liability to tax being calculated after taking into account the making of such tax elections as NHG determines to be appropriate to reduce, transfer or extinguish such liability to tax. NHG will covenant pursuant to the Tax Deed of Covenant to procure that any other intermediate holding company which may be interposed between NHG and the Borrower or between NHG and PLMR (as the case may be) after the Closing Date will covenant with each Propco in similar terms. The Propcos and the Borrower have charged the benefit of such covenants (and have covenanted to charge in the future the benefit of any further such covenants) in favour of the Obligor Security Trustee as security for the Borrower's obligations under the Issuer/Borrower Facility Agreement. The directors of each of the Borrower and the Issuer believe that such covenants provide adequate protection (on the basis of current law and practice) to the Issuer.

A similar corporation tax liability on chargeable gains to that described above could arise where:

- (A) any Propco, having acquired a further Property in substitution for an initial Property by way of intra-group disposal, ceased to be a member of the group within six years of its acquisition of that further Property; or
- (B) any company in the group, having acquired a property by way of intra-group disposal and having become a Propco (such that the property held by that company becomes a Property) in substitution for another Propco, ceased to be a member of the group within six years of its acquisition of that property.

As described above, such a liability could reduce the resources of the relevant Propco or the Borrower. This could ultimately result in the possibility of the Issuer having insufficient resources available to it to meet its obligations under the Notes. Accordingly, the acquisition by a Propco of a further Property in substitution for an initial Property by way of intra-group disposal, or any company in the group becoming a Propco in substitution for another Propco or in addition to the Propcos, will be conditional upon NHG, the Obligor Holdco, the Parent, the Borrower and PLMR (and any other intermediate holding companies) giving to the relevant Propco and the Borrower covenants similar to those described above (to the satisfaction of the Obligor Security Trustee), and the Propco and the Borrower charging the benefit of the covenants in favour of the Obligor Security Trustee as security for the Borrower's obligations under the Issuer/Borrower Facility Agreement (and covenanting to charge in the future the benefit of any further such covenants). The directors of each of the Borrower and the Issuer believe that the covenants provide adequate protection (on the basis of current law and practice) to the Issuer.

Contingent Stamp Duty Land Tax Liabilities

In circumstances where any Propco acquired its Property from a company which was, at the time of the acquisition, a member of the same stamp duty land tax group (which will be the case in relation to all Propcos in respect of the initial Properties), that Propco may have a contingent liability to pay United Kingdom stamp duty land tax, which liability will become an actual liability to pay stamp duty land tax if (broadly) that Propco ceases to be a member of the relevant tax group within a period specified by statute unless the company from which it acquired the Property leaves the

relevant tax group at the same time and the relevant Propco and the company from which it acquired the Property continue to maintain the relationship required by statute.

Each of NHG, the Obligor Holdco, the Parent, the Borrower and PLMR (and any other intermediate holding companies) will covenant with each Propco not to do anything which would cause such a tax liability to arise in respect of any Propco unless, prior to the taking of any steps giving rise to such a tax liability, it pays to each Propco in respect of which such a liability to tax will arise an amount equal to the amount of any such liability, such liability to tax being calculated after taking into account the making of such tax elections as NHG determines to be appropriate to reduce, transfer or extinguish such liability to tax.

Were such a contingent liability to pay tax to become an actual liability to pay tax, the discharge of that tax liability could reduce the resources of that Propco. This would ultimately result in the possibility of the Issuer having insufficient resources to meet its obligations under the Notes.

RISKS RELATING TO THE CHARACTERISTICS OF THE NOTES

Notes subject to redemption by the Issuer may have a lower market value than securities that cannot be optionally redeemed

The optional redemption features of the Notes are likely to limit their market value. Generally, the market value of the Notes will not rise substantially above the price at which they are to be redeemed. The Issuer may only redeem the Notes in the circumstances set out in Condition 6 (*Redemption*). At those times, an investor in the Notes generally may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes and may only be able to do so at a significantly lower rate, while a premium may be payable to the Noteholders in certain of these circumstances (see further the section of this Prospectus entitled "*Terms and Conditions of the Notes*").

The Notes are subject to a fixed rate of interest

The Notes are subject to a fixed rate of interest. An investment in the Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Notes, this will adversely affect the value of the Notes.

The minimum denomination of the Notes may adversely affect payments on the Notes if issued in definitive form

The Notes will have a denomination consisting of a minimum authorised denomination of £100,000 plus higher integral multiples of £1,000. Accordingly, it is possible that the Notes may be traded in amounts in excess of the minimum authorised denomination that are not integral multiples of such denomination. In such a case, if definitive Notes are required to be issued, a Noteholder who holds a principal amount less than the minimum authorised denomination at the relevant time may not receive a definitive Note in respect of such holding and may need to purchase a principal amount of Notes such that their holding amounts to the minimum authorised denomination (or another relevant denomination amount).

If definitive Notes are issued, Noteholders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

Notes in book-entry form will be subject to the rules of Euroclear and Clearstream, Luxembourg, which may not be adequate to ensure the timely exercise of rights under the Notes

The Notes will initially only be issued in global form and deposited with a Common Safekeeper for Euroclear and Clearstream, Luxembourg. Interests in the Global Notes will trade in book-entry form

only. The Common Safekeeper for Euroclear and Clearstream, Luxembourg is and will be the sole holder of the Global Notes representing the Notes. Accordingly, owners of book-entry interests must rely on the procedures of Euroclear and Clearstream, Luxembourg, and non-participants in Euroclear or Clearstream, Luxembourg must rely on the procedures of the participant through which they own their interests, to exercise any rights and obligations of a holder of Notes.

Unlike the holders of the Notes themselves, owners of book-entry interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from holders of the Notes. The procedures to be implemented through Euroclear and Clearstream, Luxembourg may not be adequate to ensure the timely exercise of rights under the Notes.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risks relating to the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Prospectus lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.

PARTIES

- Issuer:** Folio Residential Finance No. 1 plc (the “**Issuer**”) is a public limited liability company incorporated under the laws of England and Wales with registered number 12677623, having its registered office at 1 Bartholomew Lane, London EC2N 2AX, United Kingdom.
- The Issuer is a special purpose vehicle with limited permitted activities. Its principal activities comprise, *inter alia*, issuing the Notes and/or Coupons, advancing the Issuer/Borrower Loan and entering into the transactions contemplated in the Issuer Transaction Documents.
- Borrower:** Folio Treasury Limited (the “**Borrower**”) is a private limited liability company incorporated under the laws of England and Wales with registered number 12367949, having its registered office at Bruce Kenrick House, 2 Killick Street, London N1 9FL, United Kingdom.
- The Borrower is a special purpose vehicle with limited permitted activities. The Borrower is wholly owned by the Parent.
- Obligor Holdco:** Folio London Limited, a private limited liability company incorporated under the laws of England and Wales with registered number 06091982, having its registered office at Bruce Kenrick House, 2 Killick Street, London N1 9FL, United Kingdom.
- Its principal purpose is to buy and rent properties at market rent. Obligor Holdco also acts as the Property Manager and Obligor Cash Manager for the relevant Propcos. Obligor Holdco is a wholly owned subsidiary of NHG.
- Parent:** Folio Treasury Holdings Limited (the “**Parent**”).
- Obligors:** Each the Parent, the Borrower and each other Guarantor from time to time (each an “**Obligor**” and together, the “**Obligor Group**”).
- Guarantors:** The Parent, the Borrower, each Original Propco and each Additional Propco (each a “**Guarantor**” and together, the “**Guarantors**”).
- Propco(s):** Each of Folio Bakersfield Limited (“**Propco 1**”), Folio City Park West Limited (“**Propco 2**”), Folio Sterling Place Limited (“**Propco 3**”), Folio New Garden Quarter Limited (“**Propco 4**”), Folio Porter’s Edge Limited (“**Propco 5**”), Folio St James Limited (“**Propco 6**”), Folio Buildings Limited (“**Propco 7**”) and Folio New Hendon Village Limited (“**Propco 8**”), each established as a private limited liability company incorporated under the laws of England and Wales (save as to Propco 5,

each is a wholly owned subsidiary of the Borrower (Propco 5 is a wholly-owned subsidiary of PLMR) and each of which has become an Obligor under the Issuer/Borrower Facility Agreement, the STID and the MDA, an “**Original Propco**” and together, the “**Original Propcos**”) The Original Propcos, together with any Additional Propco, shall constitute the “**Propcos**” from time to time (except to the extent that any Propco has resigned in accordance with the provisions of the IBFA).

NHG: Notting Hill Genesis (“**NHG**”) is a registered society registered by the FCA under the Co-operative and Community Benefit Societies Act 2014 with registered number RS007746. It is a charitable Registered Provider of Social Housing.

NHG is the sole shareholder in the Obligor Holdco and will provide subordinated secured loans to each of the Propcos.

Loan Facility Agent: CBRE Loan Services Limited has been appointed by the Issuer to be its agent and to provide certain administration functions on its behalf and to operate the bank accounts of the Borrower (in such capacity, together with any successor or replacement, the “**Loan Facility Agent**”).

Note Trustee: HSBC Corporate Trustee Company (UK) Limited (in such capacity, together with any successors and assigns or any additional or other trustee or trustees appointed pursuant to the Note Trust Deed, the “**Note Trustee**”) has been appointed as trustee for the holders from time to time of the Notes and/or Coupons pursuant to a note trust deed constituting the £250,000,000 1.246 per cent. Private Rental Sector Secured Notes due 2037 issued by the Issuer (the “**Notes**”) dated the Closing Date (the “**Note Trust Deed**”) between the Issuer and the Note Trustee.

Issuer Security Trustee: HSBC Corporate Trustee Company (UK) Limited (in such capacity, together with its successors and assigns or any additional or other security trustee or security trustees appointed pursuant to the Issuer Deed of Charge, the “**Issuer Security Trustee**”) has been appointed as trustee for the Issuer Secured Creditors (including the Note Trustee and the Noteholders) of the Issuer Security pursuant to a deed of charge and assignment dated the Closing Date (the “**Issuer Deed of Charge**” and the security granted thereunder, the “**Issuer Security**”) between (among others) the Issuer and the Issuer Security Trustee.

Obligor Security Trustee: CBRE Loan Services Limited has been appointed as security trustee pursuant to a deed of charge and assignment dated the Closing Date between (among others) the Obligors and the Obligor Security Trustee (the “**Obligor Deed of Charge**”). The Obligor Security Trustee holds the security (the “**Transaction Obligor Security**”) granted by the Obligors pursuant to the Transaction Obligor Security Documents on

trust for itself and the other Obligor Secured Creditors and is entitled to enforce the Transaction Obligor Security subject to and in accordance with the terms of the STID and each Transaction Obligor Security Document.

Borrower Account Bank: HSBC Bank plc (in such capacity, together with any successor or replacement appointed from time to time by the relevant Obligors) has been appointed as account bank to the relevant Obligors pursuant to the terms of the account bank agreement (the “**Borrower Account Bank Agreement**”) dated the Closing Date between the Borrower, the Borrower Account Bank, the Loan Facility Agent and the Obligor Security Trustee. The Borrower Account Bank performs and will perform certain account bank services in relation to certain accounts (the “**Obligor Accounts**”) on behalf of the Borrower.

Issuer Account Bank: HSBC Bank plc (together with any successor or replacement account bank appointed from time to time by the Issuer) has been appointed as account bank to the Issuer and will maintain the Issuer Transaction Account, the Issuer Liquidity Reserve Account and any other bank account opened or maintained by the Issuer on or after the Closing Date (the “**Issuer Accounts**”) on behalf of the Issuer pursuant to an account bank agreement dated the Closing Date (the “**Issuer Account Bank Agreement**”) between the Issuer, the Issuer Account Bank and the Issuer Cash Manager.

Principal Paying Agent: HSBC Bank plc has been appointed to provide certain services to the Issuer as principal paying agent (in such capacity, the “**Principal Paying Agent**” and together with any other paying agent appointed by the Issuer from time to time, the “**Paying Agents**”) pursuant to the terms of a paying agency agreement dated the Closing Date (the “**Agency Agreement**”) between, the Issuer, the Principal Paying Agent and the Note Trustee, as supplemented and amended from time to time.

Issuer Cash Manager: HSBC Bank plc (in such capacity, together with any successor or replacement appointed from time to time by the Issuer, the “**Issuer Cash Manager**”) has been appointed as cash manager by the Issuer, pursuant to the terms of a cash management agreement (the “**Issuer Cash Management Agreement**”) dated the Closing Date between, the Issuer, the Issuer Security Trustee and the Issuer Cash Manager.

Corporate Services Provider: Intertrust Management Limited has been appointed as corporate services provider to the Issuer (in such capacity, the “**Corporate Services Provider**”) pursuant to the terms of a corporate services agreement (the “**Corporate Services Agreement**”) dated the Closing Date between, *inter alios*, the Issuer, the Issuer Security Trustee and the Corporate Services Provider. Pursuant to the terms of the Corporate Services Agreement, the Corporate Services Provider

provides certain directors and certain other corporate services to the Issuer.

Servicer and Special Servicer:

CBRE Loan Services Limited has been appointed to provide certain services to the Issuer as servicer (in such capacity, the “**Servicer**”) and as special servicer (in such capacity, the “**Special Servicer**”) pursuant to the terms of a servicing agreement (the “**Servicing Agreement**”) dated the Closing Date between the Issuer, the Issuer Security Trustee, the Servicer, the Special Servicer, the Loan Facility Agent and the Obligor Security Trustee. Pursuant to the terms of the Servicing Agreement, the Servicer and Special Servicer will be appointed as servicer and special servicer of the Issuer/Borrower Loan and the Transaction Obligor Security Documents.

Rating Agency:

Moody’s is expected to provide a credit rating of Aa1 for the Notes.

Moody’s is a credit rating agency established and operating in the European Community prior to 7 June 2010 and has been registered in compliance with the requirements of Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 of Credit Rating Agencies (as amended) (the “**CRA Regulation**”). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to a revision, suspension or withdrawal at any time by the assigning rating organisation.

Arranger:

Barclays Bank PLC, acting through its investment bank or an affiliate thereof, will act as the mandated arranger in respect of the issue of the Notes (the “**Arranger**”).

Bookrunner:

Barclays Bank PLC, acting through its investment bank or an affiliate thereof, will act as bookrunner in respect of the issue of the Notes (the “**Bookrunner**”).

SUMMARY OF THE NOTES

Form and denominations:

The Notes constitute (subject to the Conditions) direct, unconditional and secured obligations of the Issuer and shall at all times rank *pari passu* and without preference among themselves and (with the exception of obligations in respect of applicable statutory exceptions and subject as aforesaid) equally with all its other secured obligations (other than subordinated obligations, if any) from time to time outstanding.

The Notes will be in bearer form and initially be represented by a temporary global note (the “**Temporary Global Note**”), without Coupons attached, and deposited with a Common Safekeeper for Euroclear Bank SA/NV and Clearstream Banking S.A. on the Closing Date.

Interests in the Temporary Global Note will be exchangeable, in whole or in part, for interests in a permanent global note (the “**Permanent Global Note**”), without Coupons attached, not earlier than 40 days after the Closing Date upon certification of non-U.S. beneficial ownership.

In certain limited circumstances, Notes with Coupons attached will be issued in definitive bearer form (“**Definitive Notes**”) in exchange for the relevant Permanent Global Note. Definitive Notes with Coupons attached will be issued in bearer form in minimum denominations of £100,000 and integral multiples of £1,000 up to and including £199,000. No Notes will be issued with a denomination below £100,000.

Status and ranking:

The Notes will be constituted by the Note Trust Deed to be entered into on the Closing Date and will be secured by the Issuer Security created under the Issuer Deed of Charge entered into on the Closing Date.

The Notes and/or Coupons (if any) attached will constitute secured, direct, unconditional (subject to Condition 10 (*Enforcement*) of the Conditions) and unsubordinated obligations of the Issuer.

Prior to the occurrence of an Issuer Event of Default and the delivery to the Issuer of a notice by the Note Trustee, with a copy forwarded by the Issuer to the Rating Agencies, which declares the Notes to be immediately due and payable (an “**Issuer Acceleration Notice**”) and/or a notice of enforcement by the Issuer Security Trustee of the Issuer Security in accordance with the Issuer Deed of Charge, copied to the Issuer Secured Creditors and the Rating Agencies (an “**Issuer Enforcement Notice**”), payments of interest in respect of the Notes will be made in accordance with the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities (see “*Payment Priorities*” below).

The Notes and/or Coupons (if any) attached will represent the right of the holders thereof (the “**Noteholders**” and/or the “**Couponholders**”, respectively) to receive payments of interest, principal and/or premium (if any) from the Issuer in accordance with the terms and conditions of the Notes (the “**Conditions**”).

Interest Payment Dates: Interest on the Notes is payable quarterly in arrear in equal instalments on 31 January, 30 April, 31 July and 31 October of each year, commencing on 31 January 2021, subject to Condition 4 (*Interest*) (each, an “**Interest Payment Date**”). Interest will accrue from (and including) the Closing Date to (but excluding) the Final Maturity Date, at a fixed rate of 1.246 per cent. per annum. Interest on the Notes will be payable in arrear on each Interest Payment Date or, if such date is not a Business Day, the immediately following Business Day.

Withholding tax: All payments of principal, interest and/or premium (if any) in respect of the Notes will be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, unless such withholding or deduction is required by law.

Neither the Issuer nor any other person will be obliged to pay any additional amounts to the Noteholders and/or Couponholders in respect of any amounts required to be withheld or deducted as described above.

Final redemption: Unless previously redeemed in full, the Notes are expected to be redeemed in full on the Interest Payment Date falling in October 2027 (the “**Expected Maturity Date**”), being the Interest Payment Date immediately following the Loan Maturity Date. The Notes will only be redeemed in full on the Expected Maturity Date to the extent that all amounts outstanding under the Issuer/Borrower Loan are paid in full to the Issuer. To the extent that such amounts are not paid, the Issuer will, prior to the service of an Issuer Acceleration Notice, redeem the Notes on each Interest Payment Date after the Expected Maturity Date from amounts received by it under the Issuer/Borrower Loan, subject to the applicable Issuer Payment Priorities. In any event, the Issuer will redeem the Notes at their Principal Amount Outstanding on the Interest Payment Date falling in October 2037 (the “**Final Maturity Date**”). Any such redemption payment will be made together with accrued but unpaid interest thereon (including, if applicable, the Default Interest Subordinated Amount payable in accordance with item 7 of the Issuer Payment Priorities) to such date.

Note Maturity Plan As described in more detail in Condition 11 (*Note Maturity Plan*):

Without prejudice to any Note Maturity Plan that is approved, if either (a) an Obligor Event of Default has occurred and is continuing unremedied and unwaived on any date which is 6 months or more after the date of occurrence of that Obligor Event of Default; or (b) any part of the Issuer/Borrower Loan remains outstanding immediately following the close of business on the Loan Maturity Date (such date the “**Amortisation Trigger Date**”), the Special Servicer will implement a plan to dispose of (or procure or instruct the disposal of (including by way of the procurement or instruction of any Insolvency Official to the extent permitted by law)) sufficient Properties (at not less than the Relevant Amount in respect of each such Property (save where there is a simultaneous disposal of all the Properties)) in each 12 month period following the Amortisation Trigger Date which will result in the amortisation of the Issuer/Borrower Loan by an amount, in each such 12 month period falling after the Amortisation Trigger Date, which is equal to at least

10% of the amount of the Issuer/Borrower Loan immediately following the close of business on the Amortisation Trigger Date (provided that (save where there is a simultaneous disposal of all the Properties) if a price of equal to or greater than the Allocated Loan Amount in respect of any Property cannot be achieved in respect of any such disposal, there will be no requirement to make such disposal).

If (a) any part of the Issuer/Borrower Loan remains outstanding twelve months prior to the Final Maturity Date (the “**Note Maturity Plan Trigger Date**”) and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Issuer/Borrower Loan (whether by enforcement of the related Transaction Obligor Security or otherwise) are unlikely to be realised in full prior to the Final Maturity Date, the Special Servicer will be required to prepare a draft selection of proposals (the “**Note Maturity Plan**”) and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after the Note Maturity Plan Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage an independent financial or legal expert or receiver to advise the Issuer Security Trustee as to the enforcement of the Issuer Security. The Issuer, with the assistance of and on the direction of the Special Servicer, will publish the Note Maturity Plan with the Regulatory Information Service.

Upon receipt of the draft Note Maturity Plan, the Issuer will publish a draft of the Note Maturity Plan in accordance with Condition 15 (*Notice to Noteholders*) and will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of the Noteholders (subject to the Servicing Standard) following which it shall promptly (x) provide a final Note Maturity Plan to the Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer, irrespective of whether it results in a Basic Terms Modification or relates to an Entrenched Right and shall have no liability to any person for seeking to implement and subsequently implementing such proposal with no regard to the Servicing Standard. However, the Special Servicer shall not be required to implement any such proposal (i) if to do so would cause it to breach any applicable law or regulation and (ii) until it has been indemnified and/or secured and/or prefunded to its satisfaction. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then the Note Trustee will be deemed to be directed by all the Noteholders to instruct the Issuer Security Trustee to

appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

Mandatory early redemption in whole or in part:

Under the terms of the Issuer/Borrower Facility Agreement, the Borrower is in some circumstances permitted, and in other circumstances required, to prepay or repay the Issuer/Borrower Loan prior to the Loan Maturity Date.

If the Borrower gives notice to the Issuer that it will prepay the whole or part of the Issuer/Borrower Loan prior to the Loan Maturity Date:

- (A) by way of a voluntary prepayment prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice having been given;
- (B) prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice using the following amounts deposited into the Disposal Proceeds Account: (a) the proceeds of a disposal of a Property or Properties (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco towards the acquisition of a Property within 6 months; (b) the proceeds of a compulsory purchase of a Property or Properties (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco towards the acquisition of a Property within 6 months; or (c) insurance proceeds (other than proceeds from loss of rent insurance) (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco in reinstatement of the relevant Property or Properties within three years;
- (C) prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice using amounts standing to the credit of the Cure Account if there has been a breach of any Financial Covenant Ratios for two successive Calculation Dates; or
- (D) following the delivery of an Obligor Enforcement Notice but prior to the delivery of an Obligor Acceleration Notice using amounts standing to the credit of the Disposal Proceeds Account and/or the Cure Account,

(in each case in accordance with the relevant provisions of the Issuer/Borrower Facility Agreement), then the Issuer will be obliged to redeem the Notes at the higher of their principal amount and the Early Repayment Amount, together with accrued interest up to (but excluding) the date of redemption, **PROVIDED THAT** no such Early Repayment Amount (if applicable) shall be payable in respect of any early redemption of Notes (a) on or at any time after 30 April 2027, being the date falling six months before the Expected Maturity Date, or (b) in any of the circumstances set out in paragraphs (B)(b), (B)(c), (C) or (D) above, subject to the conditions and as more

particularly described in Condition 6.2 (*Redemption upon repayment or prepayment of the Issuer/Borrower Loan*).

For the avoidance of doubt, the Early Repayment Amount will not be payable in any circumstances in respect of any early redemption of Notes at any time during the period commencing on 30 April 2027, being the date falling six months before the Expected Maturity Date, and ending on the Final Maturity Date.

Repayment

Under the terms of the Issuer/Borrower Facility Agreement, the Borrower is obliged to repay the Issuer/Borrower Loan on the Loan Maturity Date in an amount equal to the amount of the Issuer/Borrower Loan which is outstanding (together with any accrued but unpaid interest) as at the Loan Maturity Date, whereupon (if such repayment of the Issuer/Borrower Loan then occurs) the Issuer will be obliged to redeem the Notes at their then Principal Amount Outstanding together with any accrued but unpaid interest thereon on the Interest Payment Date immediately following the Loan Maturity Date (the “**Expected Maturity Date**”). Otherwise, the Notes will be redeemed at the Final Maturity Date, unless redeemed earlier.

Cancellation and redemption in whole upon gross-up under the Issuer/Borrower Facility Agreement:

The Issuer shall redeem all of the Notes on an Interest Payment Date at their Principal Amount Outstanding together with any accrued but unpaid interest thereon at any time that the Borrower cancels and prepays the Issuer/Borrower Loan as a consequence of (i) the Borrower or any other Obligor being required to increase certain payments to the Issuer (or, in respect of the Intra-Group Loans, to the Borrower) as a result of the imposition of a requirement to deduct or withhold tax from such payments or (ii) the Borrower or any other Obligor being required to pay an amount in respect of tax to the Issuer (or, in respect of the Intra-Group Loans, to the Borrower) in accordance with the Issuer/Borrower Facility Agreement (or, in the case of any Obligor other than the Borrower, the Intra-Group Agreement).

Substitution/redemption in whole for taxation on Notes and other reasons:

In the event that the Issuer satisfies the Note Trustee that:

- (A) any change in tax law (or the application or official interpretation thereof) requires or will require the Issuer to make any withholding or deduction for or on account of any United Kingdom taxes from payments in respect of the Notes (although the Issuer will not have any obligation to pay additional amounts in respect of such withholding or deduction); or
- (B) by reason of a change in law (or the application or official interpretation thereof) it has or will become unlawful in any applicable jurisdiction for the Issuer to perform any of its obligations under the Issuer/Borrower Facility Agreement or to fund or to maintain its participation in the Issuer/Borrower Loan,

the Issuer will be obliged to use its reasonable endeavours to mitigate the effects of these events, including in the case of the events described in paragraphs (A) and (B) above by arranging for the substitution of a company incorporated in an alternative

jurisdiction (approved in writing by the Note Trustee) as principal debtor under the Notes and in respect of the other Issuer Secured Liabilities and as a lender under the Issuer/Borrower Facility Agreement.

If the Issuer is, upon the occurrence of any such events described in paragraphs (A) and (B) above, unable to mitigate or arrange a substitution and, if in relation to the events described in paragraph (B) only, the Issuer has notified the Borrower that the commitment of the Issuer under the Issuer/Borrower Facility Agreement is cancelled thereby obliging the Borrower to repay the Issuer/Borrower Loan, the Issuer may, provided that an Issuer Acceleration Notice has not been delivered, redeem (without premium or penalty) all (but not some only) of the Notes at their Principal Amount Outstanding together with accrued but unpaid interest thereon.

Mandatory redemption following Obligor Enforcement Notice and/or Obligor Acceleration Notice:

The Issuer shall apply any monies received from or on behalf of the Obligor Security Trustee or any receiver appointed by the Obligor Security Trustee (other than as set out above) in repayment of the Issuer/Borrower Loan following the delivery of an Obligor Acceleration Notice to redeem the Notes at their then Principal Amount Outstanding, together with the accrued interest.

Purchases:

The Obligors may purchase the Notes but only to the extent that the relevant Obligor is permitted to do so pursuant to the Issuer/Borrower Facility Agreement and the Intra-Group Agreement. Any Notes which are so purchased by an Obligor will, in accordance with the Issuer/Borrower Facility Agreement and the Intra-Group Agreement, be surrendered by that Obligor to the Issuer and an equivalent amount of the Issuer/Borrower Loan and, in the case of the purchase by an Obligor other than the Borrower, an equivalent amount of the corresponding Intra-Group Loans made by the Borrower to that Obligor will be cancelled. Until an Obligor (including the Borrower) surrenders Notes to the Issuer which it has purchased in accordance with the Issuer/Borrower Facility Agreement or if NHG or any member of the Group purchases Notes, it shall not exercise any voting rights in respect of or count towards a quorum for Noteholder meetings with respect to such Notes held by it, unless 100 per cent. of all Notes then outstanding are held by or on behalf of or for the benefit of NHG or any member of the NHG Group, in which case, such disenfranchisement provisions will not apply to NHG or any such member of the NHG Group, as applicable. An Obligor may only purchase Notes in accordance with the relevant provisions of the Issuer/Borrower Facility Agreement – see “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*”.

Transfer restrictions:

Subject to applicable laws and regulations, there will be no transfer restrictions in respect of the Notes.

Selling restrictions:

There will be restrictions on the offer, sale and transfer of the Notes. See “*Subscription and Sale*”.

Limited recourse and non-petition:

No Noteholder shall be entitled to take any steps (otherwise than in accordance with the Note Trust Deed and the Conditions) to enforce the Issuer Security other than when expressly permitted to do so

under the Conditions, enforce the performance of any of the provisions of the Issuer Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless the Note Trustee or, as the case may be, the Issuer Security Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Noteholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer nor take any action which would result in the Issuer Payment Priorities not being observed.

All obligations of the Issuer to the Noteholders are limited in recourse to the Issuer Charged Assets.

Governing law:

The Notes, the Note Trust Deed, the Issuer Deed of Charge, the Issuer Cash Management Agreement, the Agency Agreement, the Issuer Account Bank Agreement, the Issuer/Borrower Facility Agreement, the Master Definitions Agreement, the STID, the Corporate Services Agreement, the Tax Deed of Covenant and the Servicing Agreement (together, the “**Issuer Transaction Documents**”) and any non-contractual obligations arising out of or in respect of them will be governed by English law.

Jurisdiction:

The English courts will have exclusive jurisdiction in relation to any dispute relating to the Notes and/or Coupons attached, the Note Trust Deed and the other Issuer Transaction Documents and any non-contractual obligations arising out of or in connection therewith.

KEY CHARACTERISTICS OF THE ISSUER/BORROWER LOAN

The section below describes the key characteristics of the Issuer/Borrower Loan.

- Issuer/Borrower Loan:** The Issuer/Borrower Loan will be a full recourse obligation of the Borrower. The obligations of the Borrower under the Issuer/Borrower Facility Agreement are guaranteed on a joint and several basis by each other Obligor under the Obligor Guarantees. The obligations of the Borrower under the Issuer/Borrower Facility Agreement and the other Obligors in respect thereof under the Obligor Guarantees are secured by the Transaction Obligor Security.
- Purpose:** The Borrower will apply the proceeds of the loan made by the Issuer to the Borrower on the Closing Date pursuant to the Issuer/Borrower Facility Agreement (the “**Issuer/Borrower Loan**”) towards (1) making an Intra-Group Loan to each Original Propco in order to enable the Original Propcos to partially prepay the NHG Loans made to each of the Original Propcos which were advanced to the Original Propcos and to discharge any outstanding payment obligations to any member of the NHG Group (other than an Obligor) in respect of the transfer of a Property or Properties to that Original Propco prior to the Closing Date, (2) providing for a debt service reserve in respect of the Issuer/Borrower Loan by instructing the Issuer to deposit an amount into the Issuer Liquidity Reserve Account, (3) depositing an amount into the Maintenance Account for the purposes of facilitating remediation works at Bakersfield, and (4) discharging the initial Issuer/Borrower Facility Fee.
- Interest rate:** The Issuer/Borrower Loan will bear interest at a rate equal to the rate applicable to the Notes.
- Interest payments:** Interest under the Issuer/Borrower Loan will be due on the same dates on which payments in respect of interest are required to be made on the Notes (but such amounts will be paid by the Borrower to the Issuer in advance).
- Final repayment:** Unless the Borrower has previously repaid the Issuer/Borrower Loan, it will be required to repay the Issuer/Borrower Loan on the date falling three Business Days prior to 31 October 2027 (the “**Loan Maturity Date**”) (together with accrued interest up to (but excluding) the Loan Maturity Date).
- Repayment, prepayment and cancellation:** Repayment and prepayment of the Issuer/Borrower Loan shall be made in accordance with the terms of the Issuer/Borrower Facility Agreement. See “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*” below.
- Any notice of prepayment or cancellation shall be irrevocable and any prepayment pursuant to the Issuer/Borrower Facility Agreement shall be accompanied by the payment of accrued interest and all other amounts required to be paid in connection with the relevant prepayment. See “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*” below.

- Representations and warranties:** and Representations and warranties will be given by the Obligors under the Issuer/Borrower Facility Agreement in respect of the Issuer/Borrower Loan on the date of this Prospectus and on the Closing Date (and, in respect of certain of the representations and warranties, on each Interest Payment Date) will be those set out in the section entitled “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*”.
- Covenants:** The covenants made by the Obligors under the Issuer/Borrower Facility Agreement in respect of the Issuer/Borrower Loan will be those set out in the section entitled “*Summary of the Transaction Documents – Issuer/Borrower Facility Agreement*” below.
- Guarantees and security:** As security for the repayment of the Issuer/Borrower Loan and the Obligor Guarantees (including in respect thereof), the Borrower and the other Obligors entered into a deed of charge on the Closing Date (the “**Obligor Deed of Charge**”) and may, from time to time, enter into certain other security documents (together with the Obligor Deed of Charge and the STID, the “**Obligor Security Documents**”) in favour of the Obligor Security Trustee pursuant to which, amongst other things, the Obligors have granted security over certain of their assets in favour of the Obligor Security Trustee. In addition, each of the Obligor Holdco and PLMR have granted limited recourse security over shares owned by them in the Obligors (as applicable) and NHG has granted limited recourse security over secured debt claims it has against the Obligor Group pursuant to certain other security documents (together with the Obligor Security Documents, the “**Transaction Obligor Security Documents**”). For a more detailed description of the Obligor Security, see “*Summary of the Transaction Documents – Transaction Obligor Security Documents*” below.

PROPERTY PORTFOLIO

The Property Portfolio securing the Issuer/Borrower Loan comprises a total of 1,564 freehold and leasehold Dwellings as defined in the Issuer/Borrower Facility Agreement) which are grouped into 16 individual Schemes (15 across Greater London and 1 in Chelmsford). The Properties have build-years ranging from the 1970s to 2019 and were acquired by a member of the Group at different times. For the purpose of this transaction, the Property Portfolio has been transferred to the 8 Propcos, with each of the seven Schemes comprising more than 100 Dwellings being assigned to an individual Propco based on geographical location of the Schemes, and the remaining nine Schemes with less than 100 Dwellings being assigned to the Propco “Folio Buildings Limited”.

Of the 1,564 Dwellings, 41 are let on long leases to leaseholders at Bakersfield. The respective Propco will be entitled to receive service charge income and obliged to expend sums in the performance of the landlord’s obligations. No account is taken of this in the estimates of Prospective Operating Income and no value is assigned in the valuation to the Propco’s interest. As a result, in the following tables (except those relating to rent collection performance) the total number of Dwellings in the Property Portfolio is referred to as 1,523.

Of the 1,523 Dwellings, 2 Dwellings, while capable of being let, are retained for management purposes. Another Dwelling was let to NHG between December 2017 and June 2020. The rental and market value of these three Dwellings are also taken into account in the valuation. In relation to rent collection performance, one of the three Dwellings referred to above will not be represented at all, one between July 2011 and December 2013, and the third between April and December 2017. The tables relating to rent collection performance will omit, from December 2017, the single Dwelling in respect of which NHG paid rent.

Summary Property and Tenancy Information (as of 30 June 2020)	
Property Type:	Residential Property
Property Locations:	Greater London and Chelmsford
Total number of Schemes	16
Total number of Dwellings²	1,523
Total Market Value (£m)³	£562.21m
Number of Active Tenancies	1,460
Occupancy Rate	95.86%
Gross Rent (£m)⁴	£27.68m

² Excluding 41 long leaseholds

³ As per the Property Portfolio Valuation Report dated 1 October 2020

⁴ This figure represents the approximate annualised monthly rent as at 30 June 2020 that was due from tenants or expected from vacant Dwellings at such time, and as such this figure is not expected to equal the actual gross rent received over the 12 month period commencing 30 June 2020 or any other 12-month period. The gross rent actually received for any such 12-month period may be materially less than this figure. See “*Risk Factors – Default under the Occupational Leases*”

Gross Yield⁵	4.92%
Gross Yield on Debt of £250m	11.07%

Scheme Overview						
Scheme	Title⁶	Postcode Sector(s):	Borough	Propco Name	Build Year	No. of Dwellings
City Park West	Leasehold - NHG	CM1 1	Chelmsford	Folio City Park West Limited	2018-9	317
Porter's Edge	Leasehold - NHG	SE16 7	Southwark	Folio Porter's Edge Limited	2018	234
St James Place	Freehold	SE1 5	Southwark	Folio St James Limited	1980s	182
Sterling Place	Freehold	W5 4	Ealing	Folio Sterling Place Limited	1980s	138
New Hendon Village	Leasehold - NHG	NW9 4 / NW9 5	Barnet	Folio New Hendon Village Limited	2011-2017	118
New Garden Quarter	Leasehold - NHG	E15 1	Newham	Folio New Garden Quarter Limited	2018-9	112
Bakersfield	Full Repairing Lease	N7 0	Islington	Folio Bakersfield Limited	1970s	107
Coleridge Square	Freehold	W13 0	Ealing	Folio Buildings Limited	1980s	86
Royal Albert Wharf	Leasehold - 3 rd Party	E16 2	Newham	Folio Buildings Limited	2017	73
Amber & Coral Court	Leasehold - NHG	N11 2	Enfield	Folio Buildings Limited	2017	41
Rathbone Market	Leasehold - 3 rd Party	E16 1	Newham	Folio Buildings Limited	2012	35
Royal Wharf	Leasehold - 3 rd Party	E16 2	Newham	Folio Buildings Limited	2017	22
Claremont Grove	Freehold	W4 2	Hounslow	Folio Buildings Limited	1970s	19
Tankerville Court	Freehold	TW3 1	Hounslow	Folio Buildings Limited	2007	17
Tandem Apartments	Leasehold - 3 rd Party	SW19 2	Merton	Folio Buildings Limited	2008	12
Croft Way	Freehold	TW10 7	Richmond	Folio Buildings Limited	2008	10
					Total	1,523

Dwelling Overview										
Type	Bedrooms	No. of Dwellings	No. of Dwellings (%)	Market Value (£m)	Market Value (%)	Average Market Value (£)⁷	Gross Rent (£m)	Gross Rent (%)	Average Monthly Gross Rent (£)⁸	Average Gross Yield (%)⁹
Flat / Maisonette / Duplex	0	69	4.53	16.88	3.00	244,587	0.89	3.23	1,079	5.29
	1	572	37.56	166.45	29.61	291,004	8.45	30.51	1,231	5.07
	2	640	42.02	250.91	44.63	392,042	12.19	44.03	1,587	4.86
	3	140	9.19	80.86	14.38	577,536	3.86	13.94	2,297	4.77
	4	2	0.13	0.71	0.13	354,862	0.02	0.08	970	3.28
House	1	1	0.07	0.34	0.06	343,876	0.02	0.06	1,323	4.62
	2	34	2.23	11.67	2.08	343,302	0.57	2.08	1,408	4.92
	3	33	2.17	14.75	2.62	446,982	0.70	2.53	1,768	4.75
	4	32	2.10	19.65	3.49	613,907	0.98	3.54	2,553	4.99
Total		1,523	100.00%	£562.21m	100.00%	369,149	£27.68m	100.00%	1,515	4.92%

⁵ Gross Yield = Gross Rent divided by Total Market Value

⁶ "Leasehold – NHG" means that the superior landlord is an entity within the NHG Group (or one in which the NHG Group has a substantial interest). "Leasehold – 3rd Party" means the superior landlord is a non-NHG Group third party

⁷ Average Market Value = Market Value divided by No. of Dwellings

⁸ Average Gross Rent = Gross Rent divided by No. of Dwellings

⁹ Average Yield = Average Gross Rent divided by Average Market Value

Tenancy Type Overview						
	No. of Dwellings	Dwellings (%)	Annual Rent (£m)	Annual Rent (%)	Market Value (£m)	Market Value (%)
Assured Shorthold	1,274	83.65%	22.10	79.85%	446.84	79.48%
Assured	7	0.46%	0.09	0.34%	2.36	0.42%
Secure	3	0.20%	0.01	0.02%	0.81	0.14%
Company	176	11.56%	4.17	15.07%	85.19	15.15%
Estate Office	2	0.13%	0.04	0.13%	0.65	0.11%
Vacant	61	4.01%	1.27	4.59%	26.36	4.69%
Total	1,523	100.00%	£27.68m	100.00%	£562.21m	100.00%

Property Portfolio Distribution Tables

The distribution of Property Portfolio is shown on a Scheme-by-Scheme and Dwelling Type basis for a number of metrics as per the summary table below:

Property Portfolio Distribution	
Table 1A	Number of Dwellings
Table 1B	Number of Dwellings as a percentage of total Dwellings (%)
Table 1C	Annualised Gross Rent (£m)
Table 1D	Annualised Gross Rent as a percentage of total Gross rent (%)
Table 1E	Market Value (£m)
Table 1F	Market Value as a percentage of total Market Value (%)
Table 2A	Average Monthly Rent (£)
Table 2B	Average Market Value (£)

Table 1A – Number of Dwellings

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apartments	Croft Way	Total Dwellings (%)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		10		27	1			24			7							69
	1	166	71	72	45	45	22	54	28	28	17	7		1	10		6		572
	2	151	106	76	36	72	57	22	4	28	24	21	20		7	12	4		640
	3		41				33	29		17			2	18					140
	4							2											2
House	1			1															1
	2			5					29										34
	3			28	5														33
	4		6		25				1										32
Total Dwellings		317	234	182	138	118	112	107	86	73	41	35	22	19	17	12	10		1,523

Table 1B – Number of Dwellings as a percentage of the Total Dwellings (%)

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apartments	Croft Way	Total Dwellings (%)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		0.66		1.77	0.07			1.58			0.46							4.53
	1	10.90	4.66	4.73	2.95	2.95	1.44	3.55	1.84	1.84	1.12	0.46		0.07	0.66		0.39		37.56
	2	9.91	6.96	4.99	2.36	4.73	3.74	1.44	0.26	1.84	1.58	1.38	1.31		0.46	0.79	0.26		42.02
	3		2.69				2.17	1.90		1.12			0.13	1.18					9.19
	4							0.13											0.13
House	1			0.07															0.07
	2			0.33					1.90										2.23
	3			1.84	0.33														2.17
	4		0.39		1.64				0.07										2.10
Total Dwellings (%)		20.81	15.36	11.95	9.06	7.75	7.35	7.03	5.65	4.79	2.69	2.30	1.44	1.25	1.12	0.79	0.66		100.00

Table 1C – Annualised Gross Rent (£m)

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apartments	Croft Way	Total Rent (£m)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		0.20		0.32	0.01			0.27			0.10							0.89
	1	1.84	1.62	0.95	0.65	0.64	0.43	0.87	0.41	0.42	0.27	0.11		0.02	0.13		0.09		8.45
	2	2.25	2.93	1.16	0.66	1.27	1.33	0.39	0.07	0.52	0.44	0.38	0.40		0.11	0.21	0.07		12.19
	3		1.38				0.96	0.66		0.39			0.05	0.41					3.86
	4							0.02											0.02
House	1			0.02															0.02
	2			0.08					0.49										0.57
	3			0.58	0.12														0.70
	4		0.28		0.68				0.02										0.98
Total Rent (£m)		4.09	6.40	2.79	2.42	1.92	2.73	1.95	1.27	1.33	0.71	0.59	0.45	0.43	0.24	0.21	0.16		27.68

Table 1D – Annualised Gross Rent as a percentage of total Gross rent (%)

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apartments	Croft Way	Total Rent (%)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		0.72		1.16	0.04			0.97			0.35							3.23
	1	6.65	5.85	3.44	2.34	2.31	1.57	3.14	1.48	1.52	0.97	0.41		0.06	0.47		0.33		30.51
	2	8.12	10.60	4.20	2.38	4.57	4.81	1.41	0.26	1.86	1.58	1.36	1.45		0.41	0.75	0.25		44.03
	3		4.96				3.48	2.40		1.42			0.18	1.49					13.94
	4							0.08											0.08
House	1			0.06															0.06
	2			0.29					1.79										2.08
	3			2.10	0.43														2.53
	4		1.00		2.46				0.08										3.54
Total Rent (%)		14.77	23.12	10.09	8.76	6.92	9.87	7.05	4.57	4.80	2.55	2.12	1.63	1.55	0.87	0.75	0.58		100.00

Table 1E – Market Valuation (£m)

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apart-ments	Croft Way	Total Value (£m)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		4.20		5.81	0.22			4.81			1.84							16.88
	1	36.10	35.80	19.10	11.75	12.36	9.35	14.31	7.55	8.93	4.98	2.19		0.29	2.17		1.57		166.45
	2	44.15	65.73	23.53	12.03	24.56	29.32	6.52	1.35	11.03	8.35	7.37	9.94		1.88	3.93	1.21		250.91
	3		31.31				21.16	10.84		8.82			1.25	7.47					80.86
	4							0.71											0.71
House	1			0.34															0.34
	2			1.73					9.95										11.67
	3			12.58	2.17														14.75
	4		6.71		12.47				0.46										19.65
Total Value (£m)		80.26	143.76	57.29	44.23	37.13	59.83	32.38	24.11	28.77	13.33	11.40	11.19	7.76	4.05	3.93	2.78		562.21

Table 1F – Market Valuation as a percentage for total Market Valuation (%)

		City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apart-ments	Croft Way	Total Value (%)	
Type	Bedrooms																		
Flat/ maisonette/ duplex	0		0.75		1.03	0.04			0.86			0.33							3.00
	1	6.42	6.37	3.40	2.09	2.20	1.66	2.54	1.34	1.59	0.89	0.39		0.05	0.39		0.28		29.61
	2	7.85	11.69	4.18	2.14	4.37	5.21	1.16	0.24	1.96	1.49	1.31	1.77		0.33	0.70	0.22		44.63
	3		5.57				3.76	1.93		1.57			0.22	1.33					14.38
	4							0.13											0.13
House	1			0.06															0.06
	2			0.31					1.77										2.08
	3			2.24	0.39														2.62
	4		1.19		2.22				0.08										3.49
Total Value (%)		14.27	25.57	10.19	7.87	6.60	10.64	5.76	4.29	5.12	2.37	2.03	1.99	1.38	0.72	0.70	0.49		100.00

Table 2A – Average Monthly Rent (£)

	Scheme Name:	City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coler-idge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apart-ments	Croft Way
Type	Bedrooms																
Flat /maisonette/ duplex	0		1,654		988	900			929			1,147					
	1	924	1,900	1,102	1,197	1,182	1,647	1,343	1,217	1,249	1,311	1,350		1,339	1,075		1,266
	2	1,241	2,307	1,275	1,525	1,466	1,947	1,484	1,483	1,536	1,522	1,497	1,667		1,336	1,448	1,464
	3		2,791				2,436	1,910		1,925			2,103	1,913			
	4							970									
House	1			1,323													
	2			1,339					1,420								
	3			1,730	1,980												
	4		3,839		2,269				1,950								

Table 2B – Average Market Valuation (£)

	Scheme Name:	City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakers-field	Coler-idge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tanker-ville Court	Tandem Apart-ments	Croft Way
Type	Bedrooms																
Flat/ maisonette/ duplex	0		420,000		215,137	218,819			200,333			263,001					
	1	217,497	504,266	265,332	261,027	274,589	425,160	264,968	269,766	318,800	293,092	312,669		290,633	216,951		261,183
	2	292,391	620,108	309,576	334,292	341,073	514,337	296,350	336,573	393,894	347,964	351,153	496,913		269,027	327,642	303,576
	3		763,715				641,257	373,724		518,539			627,171	415,209			
	4							354,862									
House	1			343,876													
	2			345,343					342,950								
	3			449,410	433,388												
	4		1,118,872		498,879				459,811								

Tenant and Tenancy Overview Tables

An analysis of the tenants, tenancy seasoning and notice periods in the Property Portfolio as at 30 June 2020 are shown across a number of tables as per the summary table below:

Tenant and Tenancy Distribution	
Table 3A	Tenant Type
Table 3B	Top 5 Tenants with >1% Gross Rent Exposure
Table 3C	Tenancy Seasoning and Earliest Possible Notice Period (By Number of Dwellings)
Table 3D	Tenancy Seasoning and Earliest Possible Notice Period (% Proportion)

Table 3A – Tenant Type

Individuals make up 80.2% of the total Annual Rent in the Property Portfolio.

Tenant Type						
	No. of Dwellings	Dwellings (%)	Annual Rent (£m)	Annual Rent (%)	Market Value (£m)	Market Value (%)
Individuals	1,284	84.31%	22.20	80.20%	450.02	80.04%
Higher Education Institution	26	1.71%	0.58	2.08%	10.48	1.86%
NHS Trust	17	1.12%	0.24	0.87%	4.70	0.84%
22 Corporate Tenants	133	8.73%	3.36	12.12%	70.01	12.45%
Estate Office	2	0.13%	0.04	0.13%	0.65	0.11%
Vacant	61	4.01%	1.27	4.59%	26.36	4.69%
Total	1,523	100.00%	£27.68m	100.00%	£562.21m	100.00%

Table 3B – Top 5 Tenants with >1% Gross Rent Exposure

The tenant with the largest rent exposure in the Property Portfolio represents 3.35% of the total Annual Rent and the largest 5 tenants in the Property Portfolio represent 11.08% of the total Annual Rent.

Top 5 Tenants with >1% Gross Rent Exposure						
	No. of Dwellings	Dwellings (%)	Annual Rent (£m)	Annual Rent (%)	Market Value (£m)	Market Value (%)
Tenant 1	32	2.10%	0.93	3.35%	20.54	3.65%
Tenant 2	24	1.58%	0.68	2.46%	15.21	2.71%
Tenant 3	26	1.71%	0.58	2.08%	10.48	1.86%
Tenant 4	21	1.38%	0.52	1.87%	11.65	2.07%
Tenant 5	15	0.98%	0.37	1.32%	6.49	1.15%
Total	118	7.75%	£3.07m	11.08%	£64.37m	11.45%

Table 3C – Tenancy Seasoning and Earliest Possible Notice Period (By Number)

Months since granted	No. of Dwellings, Market Value (£m), Annual Rent (£m)			Earliest Possible Notice Period											
				3 months or less			3 – 6 months			6 – 12 months			12 months +		
	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)
<=3	97	31.50	1.56	27	10.45	0.50	69	20.64	1.04	1	0.42	0.02	-	-	-
3-6	85	31.72	1.56	85	31.72	1.56	-	-	-	-	-	-	-	-	-
6-12	312	104.97	5.21	305	102.32	5.08	3	0.78	0.04	-	-	-	4	1.87	0.09
12-24	451	196.92	9.31	417	182.48	8.62	31	13.01	0.61	-	-	-	3	1.44	0.08
24-60	350	120.35	6.22	339	115.64	5.99	8	3.33	0.16	3	1.38	0.07	-	-	-
60-98	165	49.74	2.51	164	49.29	2.48	-	-	-	1	0.45	0.02	-	-	-
Total Let	1,460	£535.21m	£26.37m	1,337	£491.90m	£24.24m	111	£37.76m	£1.85m	5	£2.25m	£0.12m	7	£3.30m	£0.17m
Un Let	63	27.01	1.31	-	-	-	-	-	-	-	-	-	-	-	-
Total	1,523	£562.21m	£27.68m	-	-	-	-	-	-	-	-	-	-	-	-

Table 3D – Tenancy Seasoning and Earliest Possible Notice Period (% Proportion)

Months since granted	No. of Dwellings, Market Value (£m), Annual Rent (£m)			Earliest Possible Notice Period											
				3 months or less			3 – 6 months			6 – 12 months			12 months +		
	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)	No. of Dwellings	Market Value (£m)	Annual Rent (£m)
<=3	6.37%	5.60%	5.64%	1.77%	1.86%	1.81%	4.53%	3.67%	3.75%	0.07%	0.07%	0.08%	-	-	-
3-6	5.58%	5.64%	5.63%	5.58%	5.64%	5.63%	-	-	-	-	-	-	-	-	-
6-12	20.49%	18.67%	18.83%	20.03%	18.20%	18.35%	0.20%	0.14%	0.14%	-	-	-	0.26%	0.33%	0.34%
12-24	29.61%	35.03%	33.64%	27.38%	32.46%	31.15%	2.04%	2.31%	2.21%	-	-	-	0.20%	0.26%	0.28%
24-60	22.98%	21.41%	22.48%	22.26%	20.57%	21.64%	0.53%	0.59%	0.57%	0.20%	0.25%	0.26%	-	-	-
60-98	10.83%	8.85%	9.05%	10.77%	8.77%	8.96%	-	-	-	0.07%	0.08%	0.09%	-	-	-
Total Let	95.86%	95.20%	95.27%	87.79%	87.49%	87.55%	7.29%	6.72%	6.67%	0.33%	0.40%	0.43%	0.46%	0.59%	0.62%
Un Let	4.14%	4.80%	4.73%	-	-	-	-	-	-	-	-	-	-	-	-
Total	100.00%	100.00%	100.00%	-	-	-	-	-	-	-	-	-	-	-	-

Historical Portfolio Information

The table below sets out the age from first construction of the Dwellings in the Property Portfolio.

Age (years)	Flats/maisonettes/duplexes					Houses				Total Dwellings
	Studio	1-bed	2-bed	3-bed	4-bed	1-bed	2-bed	3-bed	4-bed	
40-50		55	22	47	2					126
30-40	51	145	116			1	34	33	26	406
10-15		16	23							39
5-10	8	52	93							153
0-5	10	304	386	93					6	799
Total	69	572	640	140	2	1	34	33	32	1,523

Rent Collection Information Availability

The table below sets out the number of years to June 2020 for which rent collection information is available for different parts of the Property Portfolio.

Years	Number of Dwellings	Annual Rent (£)	% of Total
>10	231	3,790,507	13.72%
>8	441	7,014,080	25.38%
>6	517	8,337,262	30.17%
>3	835	13,962,484	50.52%
>2	857	14,073,808	50.93%
>1	1,520	27,635,337	100.00%

Quarterly Rent Collection

The table below presents the quarterly rent collection between April 2010 and June 2020. It analyses void losses between those which have arisen between delivery of a new dwelling and its occupation by its first tenant and those which arise after first occupation as a result of tenant turnover. The delivery of approximately half the Dwellings comprising the Property Portfolio within the last eighteen months has impacted the aggregate void loss rate.

In aggregate during the 36 months between April 2010 and June 2020 void losses arising before initial letting amounted to 3.04% of total rent while void losses arising out tenant turnover amounted to 2.03% of total rent. Shortfalls in rent collection from tenants amounted to 1.22% of total rent.

Quarter end	Dwellings	Gross rent (£)	Void loss before first letting (£)	Void loss from tenant turnover (£)	Tenant Shortfall (-) / surplus (+) (£)	Cash received (£)	Void loss before first letting (%)	Void loss from tenant turnover (%)	Tenant Shortfall (-) / surplus (+) (%)	Rent collection rate (%)	Rent collection rate disregarding voids before first letting (%)
30 June 2010	231	675,219	-1,652	-17,979	18,028	-673,615	-0.24%	-2.67%	2.75%	99.76%	100.01%
30 September 2010	231	681,600	0	-14,665	-3,775	-663,160	0.00%	-2.15%	-0.57%	97.29%	97.29%
31 December 2010	231	690,091	0	-6,371	-18,801	-664,920	0.00%	-0.92%	-2.75%	96.35%	96.35%
31 March 2011	231	704,316	0	-12,561	17,096	-708,851	0.00%	-1.78%	2.47%	100.64%	100.64%
30 June 2011	231	713,930	0	-13,580	-24,494	-675,856	0.00%	-1.90%	-3.50%	94.67%	94.67%
30 September 2011	413	1,198,679	-3,746	-24,333	-18,171	-1,152,429	-0.31%	-2.04%	-1.55%	96.14%	96.44%
31 December 2011	413	1,206,078	0	-22,054	-45,634	-1,138,390	0.00%	-1.83%	-3.85%	94.39%	94.39%
31 March 2012	413	1,210,970	0	-24,771	48,943	-1,235,143	0.00%	-2.05%	4.13%	102.00%	102.00%
30 June 2012	442	1,325,654	-44,427	-31,103	-23,134	-1,226,990	-3.35%	-2.43%	-1.85%	92.56%	95.77%
30 September 2012	454	1,353,679	0	-36,746	24,786	-1,341,719	0.00%	-2.71%	1.88%	99.12%	99.12%
31 December 2012	477	1,418,371	0	-32,096	56,254	-1,442,530	0.00%	-2.26%	4.06%	101.70%	101.70%
31 March 2013	498	1,538,464	-35,784	-48,905	-1,328	-1,452,447	-2.33%	-3.25%	-0.09%	94.41%	96.66%
30 June 2013	498	1,564,114	0	-41,630	-9,621	-1,512,864	0.00%	-2.66%	-0.63%	96.72%	96.72%
30 September 2013	498	1,575,145	0	-37,903	11,770	-1,549,012	0.00%	-2.41%	0.77%	98.34%	98.34%
31 December 2013	498	1,589,526	0	-26,340	-1,709	-1,561,478	0.00%	-1.66%	-0.11%	98.24%	98.24%
31 March 2014	497	1,597,994	0	-28,100	-71,447	-1,498,446	0.00%	-1.76%	-4.55%	93.77%	93.77%
30 June 2014	517	1,659,333	0	-22,575	-50,047	-1,586,711	0.00%	-1.36%	-3.06%	95.62%	95.62%
30 September 2014	517	1,717,752	0	-43,964	46,244	-1,720,032	0.00%	-2.56%	2.76%	100.13%	100.13%
31 December 2014	517	1,749,798	0	-29,350	-75,872	-1,644,576	0.00%	-1.68%	-4.41%	93.99%	93.99%

31 March 2015	517	1,770,616	0	-22,384	-9,202	-1,739,030	0.00%	-1.26%	-0.53%	98.22%	98.22%
30 June 2015	517	1,783,325	0	-27,848	-33,063	-1,722,413	0.00%	-1.56%	-1.88%	96.58%	96.58%
30 September 2015	517	1,801,177	0	-24,286	5,660	-1,782,550	0.00%	-1.35%	0.32%	98.97%	98.97%
31 December 2015	517	1,834,242	0	-19,134	18,437	-1,833,545	0.00%	-1.04%	1.02%	99.96%	99.96%
31 March 2016	517	1,858,082	0	-27,192	-24,354	-1,806,535	0.00%	-1.46%	-1.33%	97.23%	97.23%
30 June 2016	517	1,876,065	0	-40,068	-36,462	-1,799,535	0.00%	-2.14%	-1.99%	95.92%	95.92%
30 September 2016	517	1,902,895	0	-46,384	-13,427	-1,843,084	0.00%	-2.44%	-0.72%	96.86%	96.86%
31 December 2016	517	1,926,419	0	-74,121	604	-1,852,902	0.00%	-3.85%	0.03%	96.18%	96.18%
31 March 2017	533	2,021,933	-60,203	-54,981	-20,762	-1,885,986	-2.98%	-2.80%	-1.09%	93.28%	96.14%
30 June 2017	792	3,138,907	-168,514	-65,516	-30,311	-2,874,567	-5.37%	-2.21%	-1.04%	91.58%	96.77%
30 September 2017	835	3,323,373	-143,466	-89,894	-130,534	-2,959,479	-4.32%	-2.83%	-4.22%	89.05%	93.07%
31 December 2017	843	3,372,647	-100,785	-108,079	-194,019	-2,969,764	-2.99%	-3.30%	-6.13%	88.05%	90.77%
31 March 2018	857	3,455,944	-86,188	-118,178	77,412	-3,328,990	-2.49%	-3.51%	2.38%	96.33%	98.79%
30 June 2018	857	3,472,636	-2,780	-85,062	-62,306	-3,322,488	-0.08%	-2.45%	-1.84%	95.68%	95.75%
30 September 2018	857	3,481,234	0	-73,861	32,101	-3,439,475	0.00%	-2.12%	0.94%	98.80%	98.80%
31 December 2018	993	4,153,642	-402,548	-33,870	18,763	-3,735,987	-9.69%	-0.90%	0.50%	89.94%	99.60%
31 March 2019	1,404	5,755,992	-982,926	-45,554	453,587	-5,181,099	-17.08%	-0.95%	9.59%	90.01%	108.55%
30 June 2019	1,520	6,716,969	-853,993	-78,572	-237,323	-5,547,081	-12.71%	-1.34%	-4.10%	82.58%	94.61%
30 September 2019	1,520	6,842,175	-296,862	-86,355	-375,543	-6,083,415	-4.34%	-1.32%	-5.81%	88.91%	92.94%
31 December 2019	1,520	6,857,467	-15,937	-112,817	161,243	-6,889,956	-0.23%	-1.65%	2.40%	100.47%	100.71%
31 March 2020	1,520	6,881,669	0	-129,134	-177,275	-6,575,260	0.00%	-1.88%	-2.63%	95.55%	95.55%
30 June 2020	1,520	6,907,544	0	-256,046	-582,429	-6,069,069	0.00%	-3.71%	-8.76%	87.86%	87.86%

Quarterly Rent Losses

The table below sets out the distribution of rent losses for the period from April 2010 to June 2020 between the schemes in cash and in proportional terms.

Scheme Name:	City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakersfield	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tankerville Court	Tandem Apartments	Croft Way	Total Rent Losses (£)
Rent Losses (£)																	
Void losses before first letting (£)	939,268	1,214,991	3,746	71,880	405,732	398,007	0	0	44,456	28,259	0	91,820	0	1,652	0	0	3,199,811
Void losses from tenant turnover (£)	85,667	163,611	354,703	173,002	277,391	33,998	394,444	267,065	76,460	53,665	68,502	9,552	43,501	61,124	37,622	35,983	2,136,290
Shortfall (+) / excess (-) from tenants (£)	47,628	-4,748	200,624	203,293	143,568	102,751	172,209	128,725	35,505	82,477	61,848	22,913	61,549	21,028	-3,668	13,236	1,288,939
Total Rent Losses (£)	1,072,563	1,373,854	559,073	448,176	826,691	534,756	566,653	395,790	156,421	164,402	130,350	124,285	105,050	83,804	33,954	49,219	6,625,040
Rent Losses (% of Total Gross Rent from April 2010 to June 2020)																	
Void losses before first letting (%)	0.89%	1.15%	0.00%	0.07%	0.39%	0.38%	0.00%	0.00%	0.04%	0.03%	0.00%	0.09%	0.00%	0.00%	0.00%	0.00%	3.04%
Void losses from tenant turnover (%)	0.08%	0.16%	0.34%	0.16%	0.26%	0.03%	0.37%	0.25%	0.07%	0.05%	0.07%	0.01%	0.04%	0.06%	0.04%	0.03%	2.03%
Shortfall (+) / excess (-) from tenants (%)	0.04%	0.00%	0.19%	0.19%	0.14%	0.10%	0.16%	0.12%	0.03%	0.08%	0.06%	0.02%	0.06%	0.02%	0.00%	0.01%	1.22%
Total Rent Losses (%)	1.02%	1.30%	0.53%	0.43%	0.79%	0.51%	0.54%	0.38%	0.15%	0.16%	0.12%	0.12%	0.10%	0.08%	0.03%	0.05%	6.29%

Note: Total Gross Rent from April 2010 to June 2020 was £105,305,665

Management and Maintenance Cost Summary

The table below sets out the expenditure on management (excluding provision for central group overheads) and on repairs and maintenance by Scheme on a unitised basis for years ending on 31 March since 31 March 2011.

Scheme Name:	Cole-ridge Square	Croft Way	Tandem Apartments	Tanker-ville Court	Bakers-field	St James Place	Rathbone Market	Claremont Grove	Sterling Place	Amber & Coral	Royal Albert Wharf	Royal Wharf	City Park West	New Garden Quarter	Porter's Edge	New Hendon Village	Weighted Average (£)	Dwellings
Number of Units:	86	10	12	17	107	182	35	19	138	41	73	22	317	112	234	118		
Management expenditure per unit (excluding central overhead) (£)																		
2011	411	1,379	1,926	1,235	610												683	232
2012	1,364	1,963	2,062	1,693	896												1,234	232
2013	1,026	1,374	2,006	1,044	1,031	895											1,007	414
2014	1,014	1,269	1,157	729	1,290	849	1,704										1,066	449
2015	1,226	1,056	1,227	2,402	1,216	1,332	1,169	1,586									1,314	468
2016	992	965	879	989	1,647	922	886	1,228									1,113	468
2017	1,192	1,470	1,470	1,262	1,241	1,364	1,051	1,411									1,284	468
2018	1,142	988	1,103	1,262	1,023	1,137	1,119	1,141	1,556	1,128	1,749						1,262	720
2019	1,092	1,051	1,065	1,102	1,583	1,101	1,042	1,061	1,158	1,079	1,073						1,173	720
2020	877	1,306	848	915	881	894	927	837	874	882	1,019	1,396	1,440	2,171	1,671	1,061	1,246	1,523
2021 (budget)	1,038	1,278	1,072	963	1,079	1,017	992	1,144	1,012	1,110	1,011	1,032	976	995	1,425	963	1,075	1,523
Maintenance expenditure per unit (including major works) (£)																		
2011	1,115	1,735	2,755	2,370	1,622												1,552	232
2012	1,104	2,324	1,781	2,762	1,775												1,623	232
2013	1,073	2,389	2,808	1,804	1,595	1,862											1,667	414
2014	1,317	2,119	1,896	1,520	4,294	3,315	1,288										2,875	449
2015	1,329	6,016	4,773	2,155	2,595	2,504	4,486	2,645									2,584	468
2016	1,669	4,533	2,376	4,228	2,551	1,929	3,706	856									2,263	468
2017	2,006	3,019	2,967	3,469	7,731	2,010	3,402	1,667									3,507	468
2018	1,474	1,476	3,076	4,046	3,684	2,481	3,020	1,887	2,854	352	2,100						2,495	720
2019	1,361	1,833	3,112	2,618	4,114	2,665	3,156	1,298	1,872	1,717	3,182						2,554	720
2020	2,000	3,322	4,594	7,400	3,753	894	5,924	2,244	2,022	943	5,234	4,734	222	2,460	2,322	1,290	2,000	1,523

2021 (budget)	1,588	3,455	3,119	3,456	4,377	1,457	3,352	2,136	1,583	2,481	3,086	4,959	2,413	3,901	3,830	2,145	2,734	1,523
------------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	--------------	-------

Note:

1. *The figures for management expenditure include (inter alia) the cost of insurance and the provision of services by letting agents and professional consultants.*
2. *The figures for maintenance expenditure include (inter alia) amounts payable by way of service charge in respect of leasehold Schemes, furniture on furnished lettings and incidental costs arising out of voids.*
3. *Service charges (Note 2 above) are payable to third party superior landlords in respect of the following Schemes: Tandem Apartments, Rathbone Market and Royal Wharf; and to superior landlords in the Group in respect of the following Schemes: Amber & Coral Court, Royal Albert Wharf, City Park West, New Garden Quarter, Porter's Edge and New Hendon Village.*

Illustration of Operating Income

The table below illustrates, based on the Annualised Gross Rent figures, the annual operating income on a Scheme-by-Scheme basis assuming a Void and Credit Loss Target of 3%, Property Management Provision of £1,700 per Dwelling and Maintenance Cost Target of £2,900 per Dwelling.

Please note that the Annualised Gross Rent figures represents the approximate annualised monthly rent as at 30 June 2020 that was due from tenants or expected from vacant Dwellings at such time, and as such the figures are not expected to equal the actual gross rent received over the 12 month period commencing 30 June 2020 or any other 12-month period. The gross rent actually received for any such 12-month period may be materially less than the figures below. See “Risk Factors – Default under the Occupational Leases”.

The table below is meant only for the purposes of illustration, and none of the figures set out herein should be taken as any assurance of present or future performance.

	City Park West	Porter's Edge	St James Place	Sterling Place	New Hendon Village	New Garden Quarter	Bakersfield	Coleridge Square	Royal Albert Wharf	Amber & Coral Court	Rathbone Market	Royal Wharf	Claremont Grove	Tankerville Court	Tandem Apartments	Croft Way	Total (£)
Annualised Gross Rent (£)	4,088,806	6,401,112	2,793,318	2,424,622	1,915,436	2,731,183	1,950,282	1,265,360	1,328,437	705,744	586,956	450,540	429,264	241,164	208,512	161,376	27,682,113
Void and Credit Loss Target	122,664	192,033	83,800	72,739	57,463	81,935	58,508	37,961	39,853	21,172	17,609	13,516	12,878	7,235	6,255	4,841	830,463
Property Management Provision	538,900	397,800	309,400	234,600	200,600	190,400	181,900	146,200	124,100	69,700	59,500	37,400	32,300	28,900	20,400	17,000	2,589,100
Maintenance Cost Target	919,300	678,600	527,800	400,200	342,200	324,800	310,300	249,400	211,700	118,900	101,500	63,800	55,100	49,300	34,800	29,000	4,416,700
Annual Operating Income	2,507,942	5,132,679	1,872,318	1,717,084	1,315,173	2,134,047	1,399,574	831,799	952,784	495,972	408,347	335,824	328,986	155,729	147,057	110,535	19,845,849
% of Total Annual Operating Income	12.64%	25.86%	9.43%	8.65%	6.63%	10.75%	7.05%	4.19%	4.80%	2.50%	2.06%	1.69%	1.66%	0.78%	0.74%	0.56%	100.00%

Fire Safety

Background

The NHG Group treats issues relating to fire safety very seriously. Such issues are the responsibility of a dedicated building safety team, and conformity with applicable standards is the object of documented processes of supervision.

Applicable standards which affect the Property Portfolio include (for construction) the Building Regulations 2010 (the “**Building Regulations**”) and (for occupation) the Regulatory Reform (Fire Safety) Order 2005 (the “**RRO**”), which also grants powers of intervention to the local fire authority. Powers of intervention are also separately available to the local authority under the Housing Act 2004. Statutory obligations are also supplemented by official guidance.

As a result of the Grenfell Tower disaster in June 2017, changes have been made to the regulatory framework to remedy shortcomings which were considered to have contributed to the disaster. Current changes already in effect under the Building Regulations do not affect the Property Portfolio, as the portfolio consists of buildings that have already been constructed or are in the course of construction already. Other changes have been made to relevant official advice issued by the Ministry of Housing, Communities and Local Government (the “**MHCLG**”) in January 2020 entitled “*Advice for Owners of Multi-Storey, Multi-occupied Residential Buildings*” (the “**Advice**”). Separately, the Fire Safety Bill 2020 is currently being presented before Parliament, which seeks to amend the RRO to make clear that the external fabric of a building as well as its common parts come within the RRO’s ambit. More far-reaching are the intended changes announced by MHCLG in its consultation response “*A reformed building safety regulatory system*” issued in April 2020 (the “**Response**”). This proposes the creation of a new Building Safety Regulator (as defined in the draft Building Safety Bill (the “**draft Bill**”)) with jurisdiction over buildings higher than 18m above ground and a requirement for such buildings to have in force a Building Registration Certificate obtainable after approval of a Building Safety Case as a condition of occupation (each term as defined in the draft Bill). The proposal also proposes duties on a new category of “Accountable Person” (as defined in the draft Bill) in respect of such buildings. It is anticipated that these changes will come into effect in the next two years. Further, the government is seeking to bring forward fundamental changes in the draft Bill that are designed to improve building standards and fire safety. In broad terms, the draft Bill includes a full framework for safety and standard of all buildings (with particular focus on high-rise buildings), and creates new regulatory powers to ensure that those responsible for the safety of residents are accountable for any mistakes and must put them right. It also proposes to establish a full regulatory oversight framework with powers to enforce new rules and take strong actions against those who break them. The draft Bill was officially published on 20 July 2020, which commences the Parliamentary process of pre-legislative scrutiny to consider and then finalise the text of the draft Bill. At the end of this process, the draft Bill will then be expected to be introduced to Parliament before eventually becoming law if it progresses through all stages of Parliament.

Responsibility

The RRO imposes duties on a designated Responsible Person (as defined in the RRO). The Responsible Person must be capable of performing the duties in respect of the common parts and (expected in the near future) the external fabric of the respective building. Accordingly, after transfer of the Property Portfolio to the Propcos, designation of the Responsible Person will depend on the title to each Property.

For those Properties to which the respective Propco has a freehold title or holds a full repairing lease, set out by Scheme, Dwelling numbers, value and gross rent in the following table, the Responsible Person will be the Property Manager and relevant costs will be incurred by the Property Manager and reimbursed by the respective Propco in accordance with the terms of the Property Management Agreement.

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
St James Place	182	57.29	2.79	11.95%	10.19%	10.09%
Sterling Place	138	44.23	2.42	9.06%	7.87%	8.76%
Bakersfield	107	32.38	1.95	7.03%	5.76%	7.05%
Coleridge Square	86	24.11	1.27	5.65%	4.29%	4.57%
Claremont Grove	19	7.76	0.43	1.25%	1.38%	1.55%
Tankerville Court	17	4.05	0.24	1.12%	0.72%	0.87%
Croft Way	10	2.78	0.16	0.66%	0.49%	0.58%
Totals	559	£172.60m	£9.27m	36.70%	30.70%	33.47%

For those Properties to which the respective Propco has a leasehold title and in respect of which the superior landlord is responsible for repair of the common parts and the exterior fabric, the Responsible Person will be that superior landlord or its managing agent. The superior landlord will incur the respective expenditure which it will recoup from the Propco, if permitted under the terms of the lease, through the service charge. In accordance with the terms of the Property Management Agreement the Property Manager will discharge the respective Propco's obligations in respect of service charges and will be reimbursed by it.

The following table sets out the details of those Schemes in respect of which the superior landlord is either NHG or another member of the NHG Group (or, in the case of New Garden Quarter, an entity in which the NHG Group has a substantial interest).

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
Porter's Edge	234	143.76	6.40	15.36%	25.57%	23.12%
City Park West	317	80.26	4.09	20.81%	14.27%	14.77%
New Garden Quarter	112	59.83	2.73	7.35%	10.64%	9.87%
New Hendon Village	118	37.13	1.92	7.75%	6.60%	6.92%
Royal Albert Wharf	73	28.77	1.33	4.79%	5.12%	4.80%
Amber & Coral Court	41	13.33	0.71	2.69%	2.37%	2.55%
Totals	895	£363.08m	£17.17m	58.77%	64.58%	62.03%

The following table sets out the details of those Schemes in respect of which the superior landlord is a third party.

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
Rathbone Market	35	11.40	0.59	2.30%	2.03%	2.12%
Royal Wharf	22	11.19	0.45	1.44%	1.99%	1.63%
Tandem Apartments	12	3.93	0.21	0.79%	0.70%	0.75%
Totals	69	£26.53m	£1.25m	4.53%	4.72%	4.50%

The intended Accountable Persons regime for buildings over 18m in height is insufficiently defined for a specific prescription to be made in the Transaction Documents. The Characteristics of the Accountable Person as currently proposed in the draft Bill are to safely manage the occupation of the building from a fire and structural safety point of view to ensure the safety of persons in or about the building. A number of proposed duties are to be imposed on the Accountable Person in order to achieve this. As presently drafted in the Bill the Accountable Person will be either a freeholder or leaseholder who is under a repairing obligation in relation to any part of the common parts. Where

Propco has the freehold or full repairing lease then it will likely be the Accountable Person for the purposes of the Bill and will be required to engage with the Property Manager in terms of discharging its duties.

The following table sets out the Schemes in the Portfolio, the numbers of Dwellings and respective rents and values within them relating to buildings greater than 18m in height.

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
Porter's Edge	234	143.76	6.40	15.36%	25.57%	23.12%
City Park West	234	58.88	3.00	15.36%	10.47%	10.84%
New Garden Quarter	112	59.83	2.73	7.35%	10.64%	9.87%
Bakersfield	107	32.38	1.95	7.03%	5.76%	7.05%
Royal Albert Wharf	73	28.77	1.33	4.79%	5.12%	4.80%
Rathbone Market	35	11.40	0.59	2.30%	2.03%	2.12%
Royal Wharf	22	11.19	0.45	1.44%	1.99%	1.63%
New Hendon Village	25	6.89	0.36	1.64%	1.23%	1.29%
Totals	817	£346.22m	£16.45m	53.64%	61.58%	59.42%

Relevant Characteristics of the Property Portfolio

The RRO imposes a duty on the Responsible Person to assess fire safety risks with the aim of minimising them. Legislation leaves the assessment of those risks to the judgement of the Responsible Person. The policy of the NHG Group is for Fire Risk Assessments (“**FRAs**”) to be carried out by qualified third party professionals annually on all buildings higher than six storeys and triennially for those of lesser height. There is a currently valid FRA for each Scheme and any recommended action either has been carried out or (depending on the recommended priority) is scheduled to be carried out by its prescribed date.

The government’s response to the Grenfell Tower disaster has focused particularly on external cladding systems. It has recommended the urgent removal of panels made of ACM. Special attention was also drawn to the dangers of certain types of High Pressure Laminate (“**HPL**”) panels. There are no ACM panels or HPL panels of those types on any building in the Property Portfolio.

The Advice has moreover made clear that the risk of fire spread on external walls including balconies must be assessed for any building, regardless of height, as part of the overall fire safety assessment. It has also advised that, if the external wall system contains elements of greater than a defined degree of combustibility, it should either itself have passed the recommended fire resistance test or be judged by a qualified fire engineer to be in line with a system which has. This must be assessed with respect to both the design and (if the design is adequate) the conformity of the construction with the design.

The considerations relevant to the risk to the relevant Propco of material expenditure on remedial work to the external wall systems are categorised as follows:

The Schemes set out in the following table are low rise and/or of traditional construction:

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
St James Place	182	57.29	2.79	11.95%	10.19%	10.09%
Sterling Place	138	44.23	2.42	9.06%	7.87%	8.76%
Coleridge Square	86	24.11	1.27	5.65%	4.29%	4.57%

Claremont Grove	19	7.76	0.43	1.25%	1.38%	1.55%
Tankerville Court	17	4.05	0.24	1.12%	0.72%	0.87%
Tandem Apartments	12	3.93	0.21	0.79%	0.70%	0.75%
Croft Way	10	2.78	0.16	0.66%	0.49%	0.58%
Totals	464	£144.16m	£7.52m	30.47%	25.64%	27.18%

With regard to all the remaining Schemes, the design of the external cladding and insulation system is known, and all such Schemes (with the exception of Bakersfield) have evidence of Building Control approval and National House Building Council or similar building defects insurance is in place

In the case of New Hendon Village and New Garden Quarter (together representing 15.1% of the number of Dwellings, 17.17% of the market value and 16.17% of the gross annual rent of the Property Portfolio) NHBC also provides the Building Control service; and recourse to NHBC is available under its insurance policy for remedial works required to correct significant health and safety risks, even if the design conformed to standards applicable at the time of construction. New Hendon Village is included in a scheduled programme of fire safety assessment relating to the external fabric which is currently in progress.

In the case of the Schemes set out in the following table (all of which were completed after the Grenfell Tower disaster) the design of the external wall system was assessed during construction and there was an enhanced degree of examination of the construction process, which in the cases of City Part West and New Garden Quarter, were carried out by a specialist fire safety consultant (the examination at City Park West remains in progress). Porter's Edge also had sprinkler systems installed, as did the tallest building at City Park West, Norman Court, which comprises 94 of the 317 flats in the Scheme:

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
Porter's Edge	234	143.76	6.40	15.36%	25.57%	23.12%
City Park West	317	80.26	4.09	20.81%	14.27%	14.77%
New Garden Quarter	112	59.83	2.73	7.35%	10.64%	9.87%
Totals	663	£283.85m	£13.22m	43.53%	50.49%	47.76%

In the case of the leasehold Schemes set out in the following table (which were completed or were in an advanced state of construction prior to the Grenfell Tower disaster), a scheduled programme of fire safety assessment relating to the external fabric is currently in progress:

Scheme Name	Numbers or Values			As a Percentage of the Property Portfolio		
	Dwellings	Market Value (£m)	Annual Rent (£m)	Dwellings (%)	Market Value (%)	Annual Rent (%)
Amber & Coral Court	41	13.33	0.71	2.69%	2.37%	2.55%
Rathbone Market	35	11.40	0.59	2.30%	2.03%	2.12%
Royal Albert Wharf	73	28.77	1.33	4.79%	5.12%	4.80%
Royal Wharf	22	11.19	0.45	1.44%	1.99%	1.63%
Totals	171	£64.70m	£3.07m	11.23%	11.51%	11.10%

In the case of Bakersfield, the potential for remedial works for fire safety reasons to the existing window spandrels and walkway soffits has been identified and, as a consequence, an amount (£5 million) corresponding to the full estimate of the works potentially required before any recovery from service charges due from leaseholders, will be reserved for this Issue in the Maintenance Account from which such expenditure can be funded.

Other

In relation to the leasehold Properties, the following is a summary of the obligations in the Head Leases or Underleases requiring the relevant landlord to notify the mortgagee and permit the mortgagee time to remedy the relevant breach by the relevant Propco:

Propco 1 – 6 months' prior notice to be given to the mortgagee before any forfeiture proceedings can be taken.

Propco 2 – no forfeiture permitted without giving at least 28 days' prior notice to the mortgagee and if the mortgagee gives notice that it wishes to remedy the breach it then has a reasonable period within which to take the necessary remedial action.

Propco 4 – no forfeiture permitted without giving at least 28 days' prior notice to the mortgagee and if the mortgagee gives notice that it wishes to remedy the breach it then has a reasonable period within which to take the necessary remedial action.

Propco 5 – no forfeiture permitted without giving notice to the mortgagee and affording it a reasonable period to remedy the breach

Propco 7 (in respect of its leasehold interests only)

- Amber Court – the lease does not require notice of forfeiture from the landlord to the mortgagee;
- Coral Court – the lease does not require notice of forfeiture from the landlord to the mortgagee;
- Frobisher Yard – the lease does not require notice of forfeiture from the landlord to the mortgagee;
- Masthead House – the landlord is required to give prior notice and afford the mortgagee not less than 20 working days to remedy the breach;
- Rathbone Market – no forfeiture permitted without giving notice to the mortgagee and affording it a reasonable period to remedy the breach; and
- Tandem Apartments – the lease does not require notice of forfeiture from the landlord to the mortgagee.

Propco 8 – no forfeiture permitted without giving at least 28 days' prior notice to the mortgagee and if the mortgagee gives notice that it wishes to remedy the breach it then has a reasonable period within which to take the necessary remedial action.

SUMMARY OF THE TRANSACTION DOCUMENTS

The following is intended only to be a summary of certain provisions of the principal transaction documents.

GENERAL OVERVIEW

The Issuer benefits from the terms of the Issuer/Borrower Facility Agreement and a common security package granted by the Transaction Obligors under the Obligor Deed of Charge and other Transaction Obligor Security Documents. The Issuer, as provider of the Issuer/Borrower Loan to the Borrower which corresponds to the proceeds of the issuance of the Notes, is also party to and is bound by the Issuer/Borrower Facility Agreement and the STID.

The Issuer/Borrower Facility Agreement sets out the terms applicable to the Issuer/Borrower Facility, into which the Borrower enters. Save for certain limited exceptions, the Issuer cannot have additional representations and warranties, covenants, or events of default beyond the terms deemed to be incorporated by reference into the Issuer/Borrower Facility Agreement through the execution of, or accession to, the Issuer/Borrower Facility Agreement and the STID.

The STID regulates among other things (i) the claims of the Obligor Secured Creditors, (ii) the exercise and enforcement of rights by the Obligor Secured Creditors and (iii) the giving of instructions, consents and waivers and, in particular, the basis on which votes of the Obligor Secured Creditors will be counted. In addition, the NHG Loan provided to each Propco by NHG (which NHG Loans are also secured in favour of NHG by mortgages granted by the Propcos) will be ranked (together with such security) behind the Issuer/Borrower Loan and the Transaction Obligor Security Documents pursuant to the STID which will also govern the rights of enforcement in relation to all such debt and security.

All agreements listed below and non-contractual obligations arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the English courts.

ISSUER/BORROWER FACILITY AGREEMENT

The Issuer/Borrower Loan, when advanced, will constitute full recourse obligations of the Borrower. The obligations of the Borrower under the Issuer/Borrower Facility Agreement are guaranteed on a joint and several basis by each other Obligor under the Obligor Guarantees. The obligations of the Borrower under the Issuer/Borrower Facility Agreement and the other Obligors in respect thereof under the Obligor Guarantees are secured by the Transaction Obligor Security.

General

The Borrower will apply the proceeds of the loan made by the Issuer to the Borrower on the Closing Date pursuant to the Issuer/Borrower Facility Agreement (the "**Issuer/Borrower Loan**") towards making an Intra-Group Loan to each Original Propco in order to enable the Original Propcos to partially prepay any outstanding loans made to each of the Original Propcos which were advanced to the Original Propcos in order to facilitate the creation of the Obligor Group and to discharge in full any outstanding payment obligations in respect of any transfer of a Property prior to the Closing Date.

Interest Rate and Default Interest Rate

Except in the circumstances when the Default Interest Rate applies, the Issuer/Borrower Loan bears interest from (and including) the Closing Date at the rate of 1.246 per cent. per annum (the "**Interest Rate**").

At any time when an Obligor Event of Default (including, for the avoidance of doubt, a non-payment on the Loan Maturity Date) is continuing, all amounts outstanding under the Obligor Transaction Documents (including any Overdue Amount) bear interest for the period during which such Obligor Event of Default is continuing at the rate of interest which is 1% higher than the Interest Rate (the “**Default Interest Rate**”).

The Interest Rate and the Default Interest Rate are mutually exclusive, such that they are not applied simultaneously.

The Interest Period Interest Amounts which have accrued in any Interest Period must be paid by the Borrower to the Issuer on the applicable Interest Payment Date and, to the extent all or any amount of such Interest Period Interest Amounts remain unpaid on or in respect of such Interest Payment Date, such unpaid amount shall be treated as an Overdue Amount from that date.

Fees

On the Closing Date, pursuant to the Issuer/Borrower Facility Agreement, the Borrower will pay to the Issuer by way of a fee (the “**Initial Issuer/Borrower Facility Fee**”) an amount to meet the costs and expenses of the Issuer in connection with the issue of the Notes (including, *inter alia*, the fees and expenses of the Issuer Security Trustee, the Note Trustee and the Issuer's legal advisers, accountants and auditors).

On each Quarterly Waterfall Date, the Borrower will pay an ongoing fee (the “**Issuer/Borrower Facility Fee**”) to meet the costs and expenses of the Issuer in respect of amounts owed to, *inter alios*, the Note Trustee, the Issuer Security Trustee (and any receiver appointed by the Issuer Security Trustee), the Principal Paying Agent, the Issuer Cash Manager, the Issuer Account Bank, the Servicer, the Special Servicer, the Corporate Services Provider and the Issuer's legal advisers, accountants and auditors and to cover the Issuer's profit (out of which the Issuer will pay its tax).

Ranking

The Issuer/Borrower Facility ranks senior to the NHG Debt.

The security for the Issuer/Borrower Facility ranks senior to the NHG Security.

Repayment

The Borrower must repay the outstanding Issuer/Borrower Loan in full at its principal amount outstanding and any accrued but unpaid interest as at the Loan Maturity Date (together with any unpaid Issuer/Borrower Facility Fees up to the Loan Maturity Date) by noon on the Business Day falling three Business Days prior to the Loan Maturity Date.

Prepayment

Voluntary prepayment

Prepayment of the Issuer/Borrower Loan may be made on any date, on at least 10 (or in certain circumstances 5) Business Days' prior written notice (or such shorter period as may be agreed between Issuer and Borrower) but, if in part, in a minimum amount and integral multiple of £1,000,000 in accordance with the Prepayment Principles (as set out in the Issuer/Borrower Facility Agreement). Any notice of prepayment or cancellation shall be irrevocable and shall be accompanied by the payment of accrued but unpaid interest and any amounts (including principal and any Repayment Costs) payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement.

Optional prepayment for gross-up by Borrower

The Borrower may notify the Issuer (by at least 10 Business Days' (or such other shorter period as may be agreed between the Loan Facility Agent and the Borrower) prior written notice) of its intention to prepay the Issuer/Borrower Loan in whole as a consequence of the Borrower or any other Obligor being required to increase payments to the Issuer (or, in respect of the corresponding Intra-Group Loan, to the Borrower) in respect of that Issuer/Borrower Loan (or, in the case of any other Obligor, that Intra-Group Loan) as a result of the imposition of a requirement to deduct or withhold tax from such payments, whereupon the Borrower may prepay on the next Interest Payment Date the whole (and not part only) of the Issuer/Borrower Loan then outstanding (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees to the end of the relevant Interest Period). For the avoidance of doubt, no Early Repayment Amount is required to be paid in such circumstances.

Mandatory prepayment for withholding

The Borrower may notify the Issuer (by at least 10 Business Days' (or such other shorter period as may be agreed between the Issuer and the Borrower) notice) of its intention to prepay the Issuer/Borrower Loan in whole if by reason of a change in tax law (or the application or official interpretation thereof) any sum payable to the Issuer by the Borrower is increased due to any withholding or deduction for or on account of any United Kingdom taxes.

The Issuer may notify the Loan Facility Agent, who will notify the Borrower if it requires prepayment of the Issuer/Borrower Loan in whole if by reason of a change in law it has or will become unlawful in any applicable jurisdiction for the Issuer to perform any of its obligations under the Issuer/Borrower Facility Agreement or to fund or maintain its participation in the Issuer/Borrower Loan.

In such circumstances, the Borrower will be required to make a corresponding prepayment of the Issuer/Borrower Loan then outstanding (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees to the date of repayment). For the avoidance of doubt, no Early Repayment Amount is required to be paid in such circumstances.

Other mandatory prepayment events

The Borrower must apply the following amounts in prepayment in accordance with the paragraphs below:

- (A) an amount of any Disposal Proceeds received in cash in connection with a Cash Disposal or a Part Cash Disposal which, having been deposited into the Disposal Proceeds Account, has not been applied towards an acquisition of a Property within six months of deposit into the Disposal Proceeds Account;
- (B) the proceeds of a compulsory purchase (including any compensation and damages received from any use disturbance and blight) of a Property or any part of a Property which, having been deposited into the Disposal Proceeds Account, has not been applied towards the acquisition of a Property within six months of deposit into the Disposal Proceeds Account;
- (C) the proceeds (other than from loss of rent insurance) received under the Insurance Policies deposited into the Disposal Proceeds Account that have not been applied in reinstatement of the relevant Property or Properties within three years of deposit into the Disposal Proceeds Account; and
- (D) any amounts standing to the credit of the Cure Account if there has been a breach of any Financial Covenant Ratio for two successive Quarterly Calculation Dates.

The Borrower may, in respect of any Interest Payment Date, apply in prepayment any amounts deposited into the Disposal Proceeds Account that are not otherwise required to be applied in the manner set out above, in prepayment of the Issuer/Borrower Loan.

Any amount which is to be applied in prepayment above must be applied by the Borrower in its discretion by way of:

- (A) prepayment of the Issuer/Borrower Loan (together with accrued interest and any applicable Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees to the date of repayment); and/or
- (B) making a tender offer for the Notes (and paying any related fees to the Noteholders), provided that:
 - (1) the offer must be for a minimum amount of £10,000,000; and
 - (2) if insufficient Noteholders participate in such tender offer within 45 Business Days of such tender offer, the remaining amounts shall be applied in accordance with subparagraph (A) above.

Each Obligor will make such prepayments to the Borrower pursuant to the Intra-Group Agreement to facilitate any voluntary or mandatory prepayment made by the Borrower in accordance with the terms of the Obligor Transaction Documents.

Any amount which is to be applied in prepayment of the Issuer/Borrower Loan on any Interest Payment Date will be transferred by, or on behalf of, the Borrower from the relevant Borrower Account to the Issuer Transaction Account on the Quarterly Waterfall Date immediately preceding such Interest Payment Date, provided that the Issuer/Borrower Loan (and any relevant Intra-Group Loan) will only be deemed to be prepaid on such Interest Payment Date.

Mandatory prepayment following an Obligor Enforcement Notice and/or Obligor Acceleration Notice

The Obligors shall prepay or repay the Issuer/Borrower Loan following the delivery of an Obligor Enforcement Notice and/or an Obligor Acceleration Notice with proceeds of enforcement of the Transaction Obligor Security.

Prepayment upon purchase of Notes by Obligors

The Obligors (including the Borrower) may, at their discretion, prior to the delivery of an Obligor Acceleration Notice, use amounts made available to it by way of equity or NHG Loan to purchase Notes. However, no Obligor may purchase any Notes unless (1) no Obligor Event of Default is outstanding or would occur as a result of such purchase; and (2) such Notes are purchased on arm's length terms. Such Notes will be surrendered by that Obligor to the Issuer for cancellation in accordance with the Issuer/Borrower Facility Agreement. Upon such surrender, an amount of the Issuer/Borrower Loan equal to the Principal Amount Outstanding of the Notes and, in the case of an Obligor other than the Borrower, a corresponding amount of the Intra-Group Loans made by the Borrower to that Obligor will be treated as having been prepaid in accordance with the Issuer/Borrower Facility Agreement and, in the case of an Obligor other than the Borrower, the Intra-Group Agreement.

Voluntary and mandatory prepayment pursuant to the Intra-Group Agreement

Each Obligor will make such prepayments to the Borrower pursuant to the Intra-Group Agreement as required under that Agreement (as determined by the Obligor Cash Manager) and/or to facilitate any voluntary or mandatory prepayment made by the Borrower in accordance with the terms of the Obligor Transaction Documents.

Application of any amounts applied in voluntary or mandatory prepayment

Any prepayment of the Issuer/Borrower Loan which does not result in the Issuer/Borrower Loan being prepaid in full will be applied to partially prepay the Issuer/Borrower Loan.

Financial covenants

The Financial Covenant Ratios will be breached (a “**Financial Covenant Ratio Breach**”) if:

- (A) Loan to Value Ratio at any time is greater than 60.0%;
- (B) DSCR (when tested on any Calculation Date) is lower than 200.0%;
- (C) Yield (when tested on any Calculation Date) is lower than 5.5%;
- (D) the Prospective DSCR (when tested on any Calculation Date) is lower than 200.0%; or
- (E) the Prospective Yield (when tested on any Calculation Date) is lower than 5.5%.

The Financial Covenant Ratios will be calculated on each “**Calculation Date**”, being:

- (A) the Closing Date;
- (B) each Quarterly Calculation Date on which a Compliance Certificate is required to be delivered in accordance with the terms of the Issuer/Borrower Facility Agreement; and
- (C) any other date on which any Financial Covenant Ratio is tested pursuant to any Obligor Transaction Document.

Loan to Value

The “**Loan to Value Ratio**” will be calculated on each Calculation Date as the Net Senior Debt as at that Calculation Date divided by the Aggregate Value as at that Calculation Date.

DSCR

“**DSCR**” will be calculated, in respect of a Test Period, as:

- (A) the aggregate of:
 - (1) the aggregate of the Actual Operating Income of each of the Propcos (as the applicable Portfolio Unit(s) for this purpose) for each Month falling in that Test Period; and
 - (2) all amounts received by the Borrower in that Test Period in respect of interest earned on the Borrower Accounts; *divided by*
- (B) Finance Costs in respect of that Test Period.

Yield

“**Yield**” will be calculated, in respect of a Test Period, as:

- (A) the sum of:

- (1) the aggregate of the Actual Operating Income of each of the Propcos for each Month falling in that Test Period; *multiplied by*
 - (2) 12 divided by the number of Months in the Test Period; *divided by*
- (B) Net Senior Debt immediately following the close of business on the last day of that Test Period.

Prospective DSCR

“**Prospective DSCR**” will be calculated, in respect of a Prospective Test Period, as

- (A) the aggregate of:
 - (1) the Prospective Operating Income for that Prospective Test Period; and
 - (2) a reasonable estimate of all amounts to be received by the Borrower in that Prospective Test Period in respect of interest earned on the Borrower Accounts; *divided by*
- (B) the Prospective Finance Costs in respect of that Prospective Test Period.

Prospective Yield

“**Prospective Yield**” will be calculated, in respect of a Prospective Test Period, as:

- (A) the sum of:
 - (1) the Prospective Operating Income for that Prospective Test Period; *multiplied by*
 - (2) 4; *divided by*
- (B) Net Senior Debt immediately following the close of business on the first day of that Prospective Test Period.

Cure rights

If a Compliance Certificate shows that a Financial Covenant Ratio Breach has occurred, the Obligors may, within 30 days of the date of such Compliance Certificate:

- (A) prepay in cash Intra-Group Loans in an aggregate amount determined by the Obligor Cash Manager as being at least sufficient, in aggregate, to enable the Borrower to prepay the Issuer/Borrower Loan in an amount sufficient to ensure compliance with the relevant Financial Covenant Ratio (if such Financial Covenant Ratio was recalculated on the assumption that such amount had been applied in prepaying the Issuer/Borrower Loan on the relevant Quarter Date to which such Financial Covenant Ratio relates (or, in the case of DSCR, the immediately preceding Quarter Date));
- (B) deposit into (or procure the deposit into) the Cure Account an amount in cash sufficient to ensure compliance with the relevant Financial Covenant Ratio (if such Financial Covenant Ratio was recalculated on the assumption that such amount had been applied in prepaying the Issuer/Borrower Loan on the relevant Quarter Date to which such Financial Covenant Ratio relates (or, in the case of DSCR, the immediately preceding Quarter Date)); or
- (C) acquire for non-cash consideration Properties to provide sufficient additional value and/or cashflows to ensure compliance with the relevant Financial Covenant Ratio (if such

Financial Covenants was recalculated on the assumption that such acquisition had occurred on the relevant Quarter Date to which such Financial Covenant Ratio relates (or, in the case of DSCR, the immediately preceding Quarter Date)),

(each of Paragraphs (A) to (C) above being a “**Cure Right**”).

If the Obligors have been in breach of any one or more Financial Covenant Ratios on two successive Calculation Dates without taking into account amounts standing to the credit of the Cure Account, then on the Interest Payment Date immediately following the second of such Calculation Dates the amount standing to the credit of the Cure Account must be applied in prepayment of the Issuer/Borrower Loan in accordance with (A) above.

If the Obligors have been in compliance with the Financial Covenant Ratios for two successive Calculation Dates, without taking into account amounts standing to the credit of the Cure Account, and provided that no Financial Covenant Ratio Breach would occur as a result of such payment being made on such Calculation Dates, then on the Interest Payment Date immediately following the second of such Calculation Dates the amount standing to the credit of the Cure Account shall be released to the Obligors.

The Obligors may not exercise a Cure Right in respect of two consecutive Calculation Dates or more than four times in any five-year period.

General Covenants

Financial Indebtedness

No Obligor shall:

- (A) permit any Financial Indebtedness to be outstanding to it by, or make any other form of credit available to, any person;
- (B) incur or have outstanding any Financial Indebtedness to any Affiliate of an Obligor;
- (C) incur or have outstanding any Financial Indebtedness to any other person; or
- (D) pay or discharge or receive (including, without limitation, by way of set-off or combination of accounts), or grant or benefit from any guarantee, indemnity, bond, letter of credit or similar assurance against financial loss in support of, any Financial Indebtedness owed by it or any other person,

except for any Permitted Financial Indebtedness (the “**Financial Indebtedness Covenant**”).

Disposals

No Obligor will, either in a single transaction or in a series of transactions (whether related or not) and whether voluntary or involuntary, sell, transfer, convey, licence, lend, lease or otherwise dispose of the whole or any part of its property or assets, except:

- (A) the disposal of obsolete assets which are not expressed to be subject to a fixed charge or fixed security under any Obligor Security Document, have outlasted their useful life and which are no longer required for the efficient operation of the business;
- (B) expenditure of cash for purposes consistent with the Obligor Security Documents and which is not expressed to be subject to a fixed charge or fixed security under any Obligor Transaction Documents;

- (C) the disposal of assets which are subject to a floating charge, and not expressed to be subject to a fixed charge or fixed security, under any Obligor Security Document and such disposal is made in the ordinary course of business;
- (D) the grant of any Occupational Lease or other lease entered into by an Obligor in accordance with the IBFA;
- (E) a disposal relating to an Authorised Investment for cash in the ordinary course of trading or in exchange for other Authorised Investments;
- (F) any disposal of a Property Interest which is made in accordance with the specific provisions set out below relating to the disposal of Properties; or
- (G) any disposal made with the prior written consent of the Obligor Security Trustee.

An Obligor may dispose of a Property (or a Transaction Obligor (other than the Parent) may dispose of the shares it owns in an Obligor that owns one or more Properties) to another person (whether related or unrelated) if:

- (A) such disposal is made on arm's length terms (if made to a person outside of the NHG Group);
- (B) no Obligor Event of Default has occurred and is continuing or would result from such disposal;
- (C) the Disposal Proceeds from such disposal are at least equal to the Relevant Amount in respect of the Property (or the shares in any Obligor owning any Property or Properties) the subject of that disposal and, to the extent that all (or any part) of such Disposal Proceeds comprise cash, are applied in accordance with the Prepayment Principles;
- (D) the Loan to Value Ratio immediately following such disposal (calculated in accordance with the provisions set out below) is equal to or lower than the Loan to Value Ratio immediately prior to such disposal;
- (E) the Prospective DSCR as at the most recent Quarter Date prior to the date of such disposal (calculated on a *pro forma* basis in accordance with the provisions set out below) is equal to or greater than the Prospective DSCR as at the most recent Quarter Date prior to the date of such disposal;
- (F) the Prospective Yield (calculated on a *pro forma* basis in accordance with the provisions set out below) is equal to or greater than the Prospective Yield as at the most recent Quarter Date prior to the date of such disposal;
- (G) evidence has been provided to the Loan Facility Agent that, immediately following such disposal, at least 70% of the value (determined in accordance with the most recent Valuation) of the Properties then owned by the Propcos will be comprised of Properties that were owned by the Original Propcos as at the Closing Date; and
- (H) the Borrower gives to the Loan Facility Agent and the Obligor Security Trustee, not less than two days prior to the disposal of such Property (or the shares in any Obligor owning such Property or Properties), a disposal certificate confirming the above and a breakdown of the Relevant Amount in respect of each relevant disposal.

The Disposal Proceeds from any disposal of a Property (or the shares in an Obligor that owns one or more Properties) may comprise either:

- (A) all cash consideration (with an amount of such cash consideration equal to the Relevant Amount of the relevant Property or Properties being applied in accordance with the Prepayment Principles) (any such disposal a “**Cash Disposal**”);
- (B) the aggregate of:
 - (1) part cash consideration (with an amount of such cash consideration (which, when aggregated with the non-cash consideration for such disposal, does not exceed the Relevant Amount of the relevant Property or Properties) being applied in accordance with the Prepayment Principles); and
 - (2) part non-cash consideration in the form of the contribution of one or more real estate assets from the NHG Group (other than the Obligor Group) which contribution is made in accordance with the permitted acquisition conditions set out below,
 (any such disposal a “**Part Cash Disposal**”); or
- (C) all non-cash consideration by way of the contribution of one or more real estate assets from the NHG Group (other than the Obligor Group) which contribution is made in accordance with the permitted acquisition conditions set out below (any such disposal a “**Non-Cash Disposal**”),

provided that all or any part of any cash consideration can take the form of cash advanced to the relevant Propco by way of an increase in any NHG Loan, by way of an equity contribution and/or by way of cash standing to the credit of any Borrower Account which is not prohibited from being used for such purpose and provided further than any component of the Relevant Amount of a disposal comprising any Relevant Disposal Tax Amount in connection with that disposal or the payment of any Repayment Costs in connection with that disposal must be received by the relevant Obligor in cash.

In calculating the Loan to Value Ratio in connection with any Cash Disposal, Part Cash Disposal or Non-Cash Disposal, the following will apply:

- (A) in the case of any Cash Disposal:
 - (1) Net Senior Debt will be deemed to be reduced by an amount of the Disposal Proceeds received in cash in connection with that Cash Disposal which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles; and
 - (2) Aggregate Value will be reduced by the Market Value (at the time of that Cash Disposal and by reference to the most recent Valuation) of the Property or Properties the subject of that Cash Disposal;
- (B) in the case of any Part Cash Disposal:
 - (1) Net Senior Debt will be deemed to be reduced by an amount of the Disposal Proceeds received in cash in connection with that Part Cash Disposal which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles below (taking into account the non cash consideration for such Part Cash Disposal);
 - (2) Aggregate Value will be reduced by the Market Value (at the time of that Part Cash Disposal and by reference to the most recent Valuation) of the Property or Properties the subject of that Part Cash Disposal; and

- (3) Aggregate Value will be increased by the Market Value (at the time of that Part Cash Disposal and by reference to the valuation delivered as a relevant condition precedent in connection with the relevant acquisition) of the Property or Properties the subject of the relevant acquisition made in connection with that Part Cash Disposal in accordance with the permitted acquisition conditions set out below; and

(C) in the case of any Non-Cash Disposal:

- (1) Aggregate Value will be reduced by the Market Value (at the time of that Non-Cash Disposal and by reference to the most recent Valuation) of the Property or Properties the subject of that Non-Cash Disposal; and
- (2) Aggregate Value will be increased by the Market Value (at the time of that Non-Cash Disposal and by reference to the valuation delivered as a relevant condition precedent in connection with the relevant acquisition) of the Property or Properties the subject of the relevant acquisition made in connection with that Non-Cash Disposal in accordance with the permitted acquisition conditions set out below.

In calculating Prospective DSCR on a *pro forma* basis in connection with any Cash Disposal, Part Cash Disposal or Non-Cash Disposal, the following will apply:

(A) in the case of any Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Cash Disposal will be excluded from the calculation of Prospective Operating Income; and
- (2) the Prospective Finance Costs will be calculated as if an amount equal to the amount of the Disposal Proceeds received in cash in connection with that Cash Disposal (which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles had been applied in prepayment of the Issuer/Borrower Loan on the relevant Quarter Date;

(B) in the case of any Part Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Part Cash Disposal will be excluded from the calculation of Prospective Operating Income;
- (2) the Prospective Operating Income attributable to the relevant Property or Properties the subject of the relevant acquisition made in connection with that Part Cash Disposal in accordance with the permitted acquisition conditions set out below will be included in the calculation of Prospective Operating Income; and
- (3) the Prospective Finance Costs will be calculated as if an amount equal to the amount of the Disposal Proceeds received in cash in connection with that Part Cash Disposal (which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles (taking into account the non cash consideration for such Part Cash Disposal)) had been applied in prepayment of the Issuer/Borrower Loan on the relevant Quarter Date; and

(C) in the case of any Non-Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Non-Cash Disposal will be excluded from the calculation of Prospective Operating Income;
- (2) the Prospective Operating Income attributable to the relevant Property or Properties the subject of the relevant acquisition made in connection with that Non-Cash Disposal in accordance with the permitted acquisition conditions set out below will be included in the calculation of Prospective Operating Income; and
- (3) the Prospective Finance Costs will remain unchanged,

in each case taking into account the impact of any other disposal and any other acquisition made in accordance with the terms of the IBFA since the relevant Quarter Date.

In calculating Prospective Yield on a *pro forma* basis in connection with any Cash Disposal, Part Cash Disposal or Non-Cash Disposal, the following will apply:

(A) in the case of any Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Cash Disposal will be excluded from the calculation of Prospective Operating Income; and
- (2) Net Senior Debt will be calculated as at the relevant Quarter Date as if an amount equal to the amount of the Disposal Proceeds received in cash in connection with that Cash Disposal (which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles) had been applied in prepayment of the Issuer/Borrower Loan on the relevant Quarter Date;

(B) in the case of any Part Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Part Cash Disposal will be excluded from the calculation of Prospective Operating Income;
- (2) the Prospective Operating Income attributable to the relevant Property or Properties the subject of the relevant acquisition made in connection with that Part Cash Disposal in accordance with the permitted acquisition conditions set out below will be included in the calculation of Prospective Operating Income; and
- (3) Net Senior Debt will be calculated as at the relevant Quarter Date as if an amount equal to the amount of Disposal Proceeds received in cash in connection with that Part Cash Disposal (which amount is, or may be, applied in prepayment of the Issuer/Borrower Loan (or otherwise result in a reduction of the Issuer/Borrower Loan) as a result of the application of such Disposal Proceeds in accordance with the Prepayment Principles (taking into account the non-cash consideration for such Part Cash Disposal)) had been applied in prepayment of the Issuer/Borrower Loan on the relevant Quarter Date; and

(C) in the case of any Non-Cash Disposal:

- (1) the Prospective Operating Income attributable to the relevant Property or Properties the subject of that Non-Cash Disposal will be excluded from the calculation of Prospective Operating Income;

- (2) the Prospective Operating Income attributable to the relevant Property or Properties the subject of the relevant acquisition made in connection with that Non-Cash Disposal in accordance with the permitted acquisition conditions set out below will be included in the calculation of Prospective Operating Income; and
- (3) Net Senior Debt will remain unchanged,

in each case taking into account the impact of any other disposal and any other acquisition made in accordance with the terms of the IBFA since the relevant Quarter Date.

Any Disposal Proceeds received in cash must be applied (in an amount not exceeding the Relevant Amount of the relevant Property or Properties (in the case of any Part Cash Disposal, when aggregated with the non-cash consideration for such Part Cash Disposal) relating to the disposal of any Property (or the shares in any Obligor owning any Property)) as follows:

- (A) in respect of the amount of such Disposal Proceeds which is not a Relevant Disposal Tax Amount, either:
 - (1) by the relevant Obligor repaying an Intra-Group Loan for the purpose of the Borrower prepaying the Issuer/Borrower Loan in accordance with the Prepayment Principles together with (and taking into account) any accrued and unpaid interest, break costs and make whole payments (if applicable);
 - (2) to make a tender offer for the Notes to the extent permitted or required to do so in accordance with the Prepayment Principles; or
 - (3) by the relevant Obligor repaying an Intra-Group Loan for the purpose of the Borrower depositing such amount into the Disposal Proceeds Account for a maximum of 6 months to facilitate the acquisition of one or more Properties as permitted by the IBFA; and
- (B) in respect of any Relevant Disposal Tax Amount in connection with that disposal, by the relevant Obligor (if required) making a loan (or a distribution) to the Borrower in an amount equal to such Relevant Disposal Tax Amount for the purposes of the Borrower depositing such amount in the Disposal Proceeds Account for the purposes of discharging the amount of such Tax when it becomes payable.

The amount of:

- (A) any Disposal Proceeds received in cash above the Relevant Amount not required to be deposited into the Disposal Proceeds Account; and
- (B) any disposal proceeds other than from the disposal of a Property Interest which is made in accordance with the specific provisions of the IBFA relating to the disposal of Properties,

will be credited to the Administration Account.

If the disposal of any Property (or the shares in any Obligor owning any Property or Properties) results in an Obligor (other than the Borrower) owning no Properties or assets and any Disposal Proceeds arising from the disposal of any Properties previously owned by such Obligor have been applied in accordance with the Obligor Transaction Documents, the Obligor Security Trustee shall, upon request of the Borrower (on behalf of such Obligor), execute a Secession Memorandum so that it shall cease to be an Obligor as a party to the IBFA, the MDA and the STID and release and discharge the Transaction Obligor Security over its assets and all shares of that Obligor the subject of the Transaction Obligor Security.

The Borrower must ensure that any Disposal Proceeds which are paid into the General Account in accordance with the terms of the IBFA for the purpose of discharging any Tax which is, or may become, due and payable in connection with the relevant disposal are retained in the General Account and applied only for the purposes of promptly discharging such Tax.

Acquisitions

No Obligor may acquire or make any investment in any property or assets unless the Borrower gives an acquisition certificate confirming the Acquisition Conditions relating to that acquisition are satisfied. An Obligor may acquire a property from a member of the NHG Group (other than the Obligor Group) (or the Borrower may acquire the shares in a member of the NHG Group (other than the Obligor Group) that owns one or more properties) either:

- (A) for cash consideration only, whether funded using any Disposal Proceeds standing to the credit of the Disposal Proceeds Account of any Property disposed of since the Closing Date and/or using cash standing to the credit of the General Account from time to time or any combination of the foregoing (a **“Cash Acquisition”**);
- (B) for the aggregate of part cash consideration whether funded using any or all of the sources of cash referred to in (A) above and part non-cash consideration by way of contribution of a property from within the NHG Group (but not the Obligor Group), funded by way of equity contribution and/or consideration left outstanding by way of NHG Debt (a **“Part Cash Acquisition”**);
- (C) for non-cash consideration only by way of contribution of a property from within the NHG Group (but not the Obligor Group), funded by way of equity contribution and/or consideration left outstanding by way of NHG Debt (a **“Non-Cash Acquisition”**); or
- (D) by way of any such Non-Cash Acquisition made for the purposes of exercising a Cure Right (a **“Cure Right Acquisition”**).

The **“Acquisition Conditions”** are satisfied in relation to any acquisition of any Incoming Property by an Obligor if:

- (A) evidence has been provided to the Loan Facility Agent that, immediately following such acquisition, at least 70% of the value (determined in accordance with the most recent Valuation) of the Properties then owned by the Propcos will be comprised of Properties that were owned by the Original Propcos as at the Closing Date;
- (B) in the case of any Non-Cash Acquisition, the *pro forma* calculations of Loan to Value, Prospective DSCR and Prospective Yield (in each case as set out above in connection with the Non-Cash Disposal corresponding to that Non-Cash Acquisition) are satisfied;
- (C) in the case of any Part Cash Acquisition:
 - (1) the requirement for the associated Disposal Proceeds being, in aggregate, equal to or greater than the applicable Relevant Amount; and
 - (2) the *pro forma* calculations of Loan to Value, Prospective DSCR and Prospective Yield (in each case as set out above in connection with the Part Cash Disposal corresponding to that Part Cash Acquisition) are satisfied;
- (D) in the case of any Cash Acquisition:
 - (1) the Loan to Value immediately following such acquisition is equal to or lower than the Loan to Value immediately prior to such acquisition;

- (2) the Prospective DSCR as at the most recent Quarter Date prior to the date of such Cash Acquisition (calculated on a *pro forma* basis) is equal to or greater than the Prospective DSCR as at the most recent Quarter Date prior to the date of such Cash Acquisition, where for the purposes of such calculation, the Prospective Operating Income attributable to the relevant Property or Properties the subject of such Cash Acquisition will be included in the calculation of Prospective Operating Income; and
- (3) the Prospective Yield as at the most recent Quarter Date prior to the date of such Cash Acquisition (calculated on a *pro forma* basis) is equal to or greater than the Prospective Yield as at the most recent Quarter Date prior to the date of such Cash Acquisition, where for the purposes of such calculation, the Prospective Operating Income attributable to the relevant Property or Properties the subject of such Cash Acquisition will be included in the calculation of Prospective Operating Income;
- (E) in the case of any Cure Right Acquisition, evidence satisfactory to the Loan Facility Agent and the Obligor Security Trustee that such acquisition would cure the relevant Financial Covenant Ratio Breach;
- (F) all relevant conditions precedent applicable to the new Incoming Property and (if applicable) Additional Obligor have been provided to the satisfaction of the Loan Facility Agent;
- (G) no Obligor Event of Default has occurred and is continuing prior to the entry into the contract for such acquisition or would result from such acquisition; and
- (H) if such acquisition involves the accession of an Additional Propco, the provisions relating to the accession of such Additional Propco have been satisfied (as detailed below).

On a transfer of any Property to an Obligor, such Obligor must have sufficient cash available to it (from the General Account or from an NHG Loan made to it expressly for that purpose) to pay any SDLT that is payable in respect of the transfer and, where the SDLT payable on the transfer is calculated by reference to any amount which is less than the consideration actually paid for the transfer, the Obligors must obtain a written opinion on the SDLT which is payable on the transfer, provided that such opinion shall be in the form required by the Tax Deed of Covenant.

If the acquisition of any Property involves the acquisition by the Borrower of any shares in any company owning (directly or indirectly) that Property (or the incorporation of a new, direct and wholly-owned Subsidiary for the purposes of making such acquisition) (an “**Additional Propco**”), such company shall become an Obligor by delivering to the Obligor Security Trustee a duly executed accession memorandum to accede to the IBFA, STID, Obligor Deed of Charge and Tax Deed of Covenant, and shall give all relevant representations and warranties and provide all relevant conditions precedent and documentation associated with such accession.

An Obligor may acquire or make an investment in a property or assets to the extent it is an Authorised Investment or is in connection with the incorporation of new, wholly-owned subsidiaries for the purpose of acquiring properties or the shares in a property-holding in accordance with the relevant provisions of the Issuer/Borrower Facility Agreement.

Alterations

None of the Obligors is permitted, at any time (other than where required by law or any superior landlord) to:

- (A) effect, carry out or permit any demolition, reconstruction or rebuilding of or any structural alteration to, or material change in the use of, its Property or Properties; or
- (B) sever, unfix or remove any of the material fixtures to any Property or Properties (except for the purpose and in the course of effecting necessary repairs thereto or of replacing the same

with new or improved models or substitutes) thereon belonging to or in use by any of the Obligors concerned.

Purchase of Notes by Obligors

No Obligor may purchase any Notes unless:

- (A) no Obligor Event of Default is outstanding or would occur as a result of such purchase; and
- (B) such Notes are purchased on arm's length terms.

Any Notes purchased by an Obligor (including the Borrower) will be surrendered by that Obligor to the Issuer for cancellation in accordance with the IBFA. Following such surrender, an amount of the corresponding Issuer/Borrower Loan and, in the case of a Propco, an amount of the corresponding Intra-Group Loans made by the Borrower to that Propco, equal to the Principal Amount Outstanding of such Notes shall then be treated as having been repaid in accordance with the Issuer/Borrower Facility and, in the case of a Propco (other than the Borrower), the Intra-Group Agreement.

Other Obligor general covenants

In addition to those covenants summarised above, each Obligor must (among other things) (and subject, where applicable, to disclosure and to agreed customary thresholds and qualifications as to reservations of law):

- (A) promptly obtain, comply with and do all that is necessary to maintain in full force and effect and upon request supply certified copies to the Loan Facility Agent of and not agree to alter (other than for the purposes of renewal or replacement) any authorisation, consent, licence or approval required under applicable law or regulation in its jurisdiction of incorporation to enable it to perform all of its rights and obligations under, and for the validity, enforceability or admissibility of, any Obligor Transaction Documents to which it is a party and to enable it to own its assets or for the conduct of its business;
- (B) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all consents required in or by the laws of its jurisdiction of incorporation to enable it lawfully to enter into and perform its obligations under the Obligor Transaction Documents to which it is a party and to ensure (subject to the Reservations) the legality, validity or admissibility in evidence in that jurisdiction and, if different, in England and Wales, of those documents;
- (C) do all such things as are necessary to maintain the corporate structure of the Obligor Group;
- (D) make or procure to be made all appropriate registrations, filings or notifications of the Obligor Security Documents within the applicable time limits;
- (E) ensure that at all times the Obligor Secured Liabilities for payment obligations will rank at least equally and rateably in all respects with the claims of all of its other unsecured and unsubordinated creditors save those whose claims which are preferred solely by any law whether under bankruptcy, insolvency, liquidation or other similar laws of general application to companies;
- (F) ensure that at all times, save for claims mandatorily preferred by law, the Obligor Security granted by it is not subject to any prior or *pari passu* Security Interest (other than those contemplated or permitted by the Obligor Transaction Documents) and the Obligor Security ranks prior to the claims of all unsecured and unsubordinated creditors;

- (G) subject to the Reservations and the Obligor Transaction Documents, each Obligor undertakes in relation to itself that it shall maintain the Obligor Security pursuant to and in accordance with the Obligor Security Documents to which it is a party, maintain absolute legal and/or beneficial ownership of the assets over which it purports to confer the Obligor Security (including, as applicable, the share capital in other Obligors) and ensure that the Obligor Security is not subject to any prior or *pari passu* Security Interests (other than those created by the NHG Security) and shall continue to be valid and effective;
- (H) not create or permit to subsist any Security Interest or Quasi-Security on the whole or any part of its present or future assets except (each a "**Permitted Security Interest**"): (i) any lien arising by operation of law and in the ordinary course of trading or business either securing amounts not more than 30 days overdue or, if more than 30 days overdue, which are being contested in good faith by appropriate means; (ii) any Security Interest arising out of title retention provisions in a supplier's conditions of supply in respect of goods acquired in the ordinary course of business; (iii) a Security Interest constituted by any Obligor Transaction Document; (iv) in the case of a Propco, a Security Interest constituted by any NHG Mortgage; and (v) any Security Interest created with the prior written consent of the Obligor Security Trustee;
- (I) not, either in a single transaction or in a series of transactions (whether related or not) and whether voluntary or involuntary: (i) sell, transfer, convey, licence, lend, lease or otherwise dispose of any of its receivables on recourse terms; (ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; (iii) enter into any other preferential arrangement having a similar effect, where, in each case, the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness;
- (J) conduct its business in a manner which is consistent with the Obligor Transaction Documents;
- (K) not acquire or allow to be transferred to it any assets other than those which are necessary for the performance of the activities permitted under the Obligor Transaction Documents;
- (L) remain the absolute legal and beneficial owner of all of its assets (including the Properties, as applicable) and remain entitled to use all of its assets (including the Properties, as applicable) as necessary or desirable to carry on its business, except as permitted or contemplated by the Obligor Transaction Documents;
- (M) not enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction (otherwise than with the prior written consent of the Loan Facility Agent). For the avoidance of doubt this provision does not restrict NHG or any member of the NHG Group which is a Registered Provider of Social Housing entering into any amalgamation, de-merger, merger, consolidation or corporate reconstruction;
- (N) not acquire or subscribe for shares or ownership interests in or securities of any company or other person or acquire any business (including incorporating any company or acquiring shares or other ownership interests or the business of any company or other person) other than as permitted or contemplated by the Obligor Transaction Documents;
- (O) not enter into, invest in or acquire any interest in any partnership or joint venture;
- (P) maintain its "centre of main interests" in England; not establish any "establishment" (as that term is used in either Article 2(h) of the Insolvency Regulation or Part I of the Overseas Companies Regulation 2009) in any jurisdiction other than its jurisdiction of incorporation; and hold all meetings of its board of directors in the jurisdiction of its incorporation and not hold any such meetings in any other jurisdiction and procure that its management, the

places of residence of the directors of each Obligor and the place where it effects its central management and decision-making are at all times situated in England;

- (Q) not redeem, repurchase, defease, retire or repay any of its share capital nor resolve to do so (otherwise than by way of a Restricted Payment expressly permitted to be made by the IBFA);
- (R) not issue any shares to any person that is not an Obligor except as expressly permitted by the IBFA;
- (S) not issue any shares which by their terms are redeemable or convertible or exchangeable for Financial Indebtedness;
- (T) not make any Restricted Payment unless no Obligor Event of Default is continuing or would occur as a result thereof and payment is made only from amounts standing to the credit of the General Account;
- (U) conduct its business in a reasonable and prudent manner in accordance with all applicable laws, regulations, agreements, judgments, decrees, its Memorandum and Articles of Association or other constitutional documents and Good Industry Practice and the Obligor Transaction Documents;
- (V) not, without the prior written consent of the Loan Facility Agent, change its Memorandum or Articles of Association or other constitutional documents, where such change has or would reasonably be likely to be materially prejudicial to the Obligor Secured Creditors;
- (W) not enter into any contracts or arrangements other than those connected with its business as in existence as at the date of the IBFA or as otherwise permitted or contemplated by the IBFA;
- (X) procure that its assets are kept separate and easily identifiable from those of any other entity, in particular, but not exclusively, the location and identity of any intangible property of each Obligor (except for goodwill) shall be recorded in such Obligor's records and no Obligor shall (except as specifically permitted by the Obligor Transaction Documents) deposit any money into the bank account of another entity or allow any money of another entity to be deposited into an account of such Obligor and, other than as permitted by the Obligor Transaction Documents, each Obligor shall ensure that all of its liabilities are met only from its own funds directly and shall not allow its liabilities to be paid by another entity, not at any time hold itself out to anyone as being any entity other than itself and not conduct any activity either as an agent, nominee, proxy, branch or any other form of representative for any other entity and each Obligor shall keep clear books and records and shall maintain separate financial statements from any other entity within the NHG Group (other than the Obligors);
- (Y) at all times: (i) observe all corporate and other formalities required by its Memorandum and Articles of Association and other constitutional documents; (ii) conduct business in its own name; (iii) hold itself out as a separate entity from any entity within the NHG Group that is not an Obligor; and (iv) maintain adequate capital in light of its business operations;
- (Z) save as otherwise provided in the Obligor Transaction Documents, to comply with the cash management provisions in the IBFA and, in respect of its Properties and the Rental Income therefrom, to procure compliance by the Property Manager and each Rent Collection Account Holder therewith;
- (AA) except to the extent otherwise specified in any Obligor Transaction Document, only enter into transactions whether with other Obligors or any other Affiliate, in good faith for its own benefit and on arm's length commercial terms, provided that where an Obligor enters into

more than one transaction with the same person, all such transactions shall be considered together for this purpose;

- (BB) for so long as any Notes are outstanding, that it will do all things within its power that are reasonably necessary to assist or enable the Issuer to maintain ratings for the Notes with each Rating Agency;
- (CC) not to change its accounting reference date without the prior written consent of the Loan Facility Agent;
- (DD) (1) not, at any time, be an employer (for the purposes of sections 38 to 51 of the Pension Act 2004) of an occupational pension scheme which is a defined benefit scheme or connected with or an associate of such an employer or agree to assume obligations generally in respect of any occupational pension scheme, unless (i) that occupational pension scheme is participated in by NHG and (ii) that Obligor has the benefit of the NHG Employment/Pensions Letter in respect of such occupational pension scheme, and (2) no Obligor shall operate any occupational pension scheme;
- (EE) at all times retain auditors of national repute and standing and as soon as reasonably practicable inform the Loan Facility Agent of any change to its auditors;
- (FF) subject to all applicable laws, following a Default which is continuing, each Obligor must, upon reasonable notice received by that Obligor from the Loan Facility Agent, provide the Loan Facility Agent and the Obligor Security Trustee and their respective agents access or procure that access is provided to all its books of record and accounts;
- (GG) comply with all judgements, laws, rules, regulations, agreements, orders or decrees to which it is subject, where failure to do so would reasonably be likely to have a Material Adverse Effect;
- (HH) use all reasonable endeavours to preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business, where failure to do so would reasonably be likely to have a Material Adverse Effect;
- (II) not to purchase any Notes unless (1) no Obligor Event of Default is outstanding or would occur as a result of such purchase; and (2) such Notes are purchased on arm's length terms; any Notes purchased by an Obligor (including the Borrower) will be surrendered by that Obligor to the Issuer for cancellation and following such surrender, an amount of the corresponding Issuer/Borrower Loan and (in the case of a Propco) an amount of the corresponding Intra-Group Loans made by the Borrower to that Propco, equal to the Principal Amount Outstanding of such Notes shall then be treated as having been repaid in accordance with the IBFA and (in the case of an Obligor (other than the Borrower) the Intra-Group Agreement); and
- (JJ) comply with the provisions of the Tax Deed of Covenant.

Other Obligor property covenants

Each Obligor must (among other things) (subject as the case may be, in the provisions of the IBFA, to disclosure and to agreed customary thresholds and qualifications as to materiality and reservations of law) comply with the following property covenants:

- (A) comply with all planning laws, civil defence, fire and police regulations and any building regulation to which it may be subject in respect of each Property owned by it which, if not complied with, would materially and adversely affect the value of any such Property and/or the Rental Income receivable in respect of any such Property;

- (B) comply with conditions attached to planning permissions and any agreement or undertaking under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Sections 38 or 278 of the Highways Act 1980 or any other similar act or acts relating to or affecting any Property owned by it which, if not complied with, would materially and adversely affect the value of any such Property and/or the Rental Income receivable in respect of any such Property and not make any application for planning permission except as permitted or contemplated by the IBFA;
- (C) not (save for any development permitted under The Town and Country Planning (General Permitted Development) Order 1995) carry out any development (as defined in the Planning Acts) on or of any Property owned by it other than that permitted or contemplated by the IBFA or make any material change in use of any Property owned by it;
- (D) not make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Sections 38 or 278 of the Highways Act 1980 or any other similar act or acts in respect of any Property owned by it other than as permitted or contemplated by the IBFA;
- (E) comply with the terms of any agreement entered into with, or undertakings given to, any relevant planning authority, other public body or authority charged with administering planning law or any building regulation, any relevant environmental authority or any relevant health and safety authority in respect of any Property owned by it which, if not complied with, would materially and adversely affect the value of any such Property and/or the Rental Income receivable in respect of any such Property;
- (C) observe and perform all restrictive and other covenants, undertakings, burdens, servitudes, stipulations and obligations affecting its Property and duly and diligently enforce all restrictive covenants, undertakings, burdens, servitudes, stipulations and obligations benefitting its Property and not supplement, amend, waive, release or vary (or agree to do so) the material obligations of any other party thereto, in each case where failure to do so would materially and adversely affect the value of the relevant Property and/or the Rental Income received in respect of the relevant Property;
- (D) take all such reasonable steps to enable any Security Interest expressed to be created by the Obligor Security Documents over any relevant Property to be validly registered at any relevant land registry;
- (E) pay all rates, taxes and levies affecting each Property owned by it prior to the accrual of any fine or penalty for late payment unless (A) they are being contested in good faith and adequate provision is being made for them; or (B) such rates, taxes and levies are the liability of one or more Tenants;
- (F) (1) not enter into any Occupational Lease unless such Occupational Lease is on commercial arm's length terms, provides for the payment of regular, periodic rent and is in accordance with Good Industry Practice and is in substantially the form of one of the *pro forma* Occupational Leases delivered as a condition precedent to the IBFA (as such forms may be updated from time to time in accordance with any applicable legislative changes and/or in accordance with Good Industry Practice) and (2) not agree to supplement, amend, waive or extend any Lease Document, grant a new licence or right to occupy any Property, consent to any assignment or sublease, grant any licence or right to use or occupy, agree to any change of use, serve any notice on any former tenant, waive or exercise any right of re-entry or irritancy or vary any such obligation, accept any waiver or surrender in each case if such action would reasonably be expected to have a Material Adverse Effect and provided it does not result in the payment of rent other than on a regular, periodic basis;

- (G) duly and diligently implement any provision of any Occupational Lease for the review of the rents thereby reserved and procure that any premium or other amount received in respect of any agreement to amend, supplement, extend, waive, surrender or release a Lease Document is paid into a Rent Collection Account;
- (H) use its reasonable efforts to manage each part which is now or subsequently falls vacant and to find tenants to lease such vacant parts, in each case in accordance with Good Industry Practice;
- (I) diligently and in a timely manner collect or procure to be collected all Rental Income owing to it and exercise its rights and comply with its obligations under each Lease Document, in each case in accordance with Good Industry Practice;
- (J) observe and perform in all material respects all covenants, undertakings and obligations under any lease under which such Obligor derives its estate or interest in each Property, to diligently enforce all covenants, undertakings and burdens thereunder, not amend, supplement or waive any material obligation or terms thereunder or exercise any option or power to break or extend unless in accordance with Good Industry Practice;
- (K) not do or permit anything under any such Lease whereby the same may be forfeited or irritated, not agree any change adverse to the Obligor Secured Creditors in the ground rent payable under any such Lease and promptly notify the Obligor Security Trustee of any matter or event under or by reason of which any such Lease has or may become subject to determination or to the exercise of any right of re-entry, forfeiture or irritancy and, if so requested by the Obligor Security Trustee, to apply for relief against forfeiture or irritancy;
- (L) comply with any applicable law in the United Kingdom which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants in respect of each Property and obtain and maintain any appropriate and required permit, licence, consent, approval and other authorisation and make the filing of any notification, report or assessment for the operation of the business of an Obligor conducted on or from the Properties owned or used by that Obligor in respect of the Properties, in each case where failure to do so would reasonably be likely to give rise to any Material Adverse Effect, to promptly implement all steps recommended to be implemented under any environmental report, and to inform the Obligor Security Trustee, as soon as reasonably practicable, upon becoming aware of any Environmental Claim commenced, threatened against, or any facts or circumstances reasonably likely to result in such Environmental Claim;
- (M) effect and maintain or ensure or procure that there is effected and maintained insurance in respect of the Properties at all times with a substantial and reputable insurer or underwriter;
- (N) each Obligor must enforce its rights and comply, in all material respects with its obligations under the Property Management Agreement and the Duty of Care Deed and not terminate the appointment of the Property Manager without the consent of the Loan Facility Agent (acting on the instructions of the Servicer) and cooperate fully with the Obligor Secured Creditors in any replacement of the Property Manager;
- (O) notify the Loan Facility Agent and the Obligor Security Trustee immediately if any part of a Property is compulsorily purchased or the applicable government agency or authority makes an order for the compulsory purchase of the same;
- (P) repair and keep in good and substantial repair and condition its Properties and any other necessary buildings, structures, fixtures, fittings, plant, machinery and equipment forming part of each Property and when necessary or desirable rebuild, renew and replace the same by items of similar quality and value, in each case in accordance with Good Industry Practice, and (save where required by law or any superior landlord) not to carry out any

demolition or structural or material alteration to the use of its Properties or remove any of the material fixtures to its Properties (save for effecting necessary repairs);

- (Q) promptly give full particulars to the Loan Facility Agent and the Obligor Security Trustee of any material notice, order, application, requirement, directive, designation, resolution or proposal having application to any of its Properties or to the area in which it is situated by any planning authority or any other powers conferred by any law, and in each such case, inform the Loan Facility Agent and the Obligor Security Trustee of the steps being taken to comply therewith; and
- (R) punctually pay or cause to be paid all existing and future rents, duties, fees, renewal fees, charges, assessments, impositions and outgoings as are payable in respect of any Property or part thereof.

If, at any time, an Obligor fails to perform any of its property covenants (other than in relation to Environmental Law or Environmental Permits), the Loan Facility Agent (acting on the instructions of the Servicer) and/or the Obligor Security Trustee shall be entitled to enter the Property to remedy or rectify such non-compliance, whose incurred fees, costs and expenses shall be reimbursed by the Obligors on demand.

Obligor representations and warranties

Each Obligor gives representations and warranties in the IBFA covering, *inter alia*, the following areas in relation to itself only, subject, where applicable, to disclosure and to agreed customary qualifications as to materiality and reservations of law:

- (A) due incorporation as a limited liability company, validly existing under the laws of its jurisdiction of incorporation;
- (B) capacity to sue and be sued in its own name and no right of set-off, suit or execution in respect of any of its obligations to the Obligor Secured Creditors under the Obligor Transaction Documents;
- (C) power and authority to own its assets and to carry on its business as it is being conducted by it;
- (D) power to enter into and deliver, exercise its rights and perform its obligations under and the transactions contemplated by each Obligor Transaction Document to which it is a party;
- (E) all necessary action having been taken to authorise its entry into each Obligor Transaction Document to which it is a party has been taken and to exercise its rights and perform its obligations under and the transactions contemplated by each such Obligor Transaction Document;
- (F) no limit on its powers having been exceeded as a result of the borrowing, granting of security or giving of guarantees or indemnities under the Obligor Transaction Documents;
- (G) subject to the Reservations, the Obligor Transaction Documents to which it is a party constituting legal, binding, valid and enforceable obligations and being admissible in evidence in its jurisdiction of incorporation;
- (H) the Obligor Security Documents creating first ranking security of the type described;
- (I) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary authorisations, consents and licences, the making of any necessary registrations and the like) by the laws of the jurisdiction under which each Obligor is incorporated or formed in or in which any of its assets are situated are in order having

been taken (and remain in full force and effect) to enable it to lawfully enter into and exercise its rights and perform and company with each Obligor Transaction Document to which it is party, to make such Obligor Transaction Document admissible in evidence and to conduct its business;

- (J) entering into and exercising rights and/or performance of or compliance with obligations under the Obligor Transaction Documents will not conflict with or constitute a breach of its constitutional documents, laws, licences, regulations or other documents or result in the existence of or oblige it to create, any Security Interest over its assets other than as permitted under the IBFA or conflict with or constitute a default under any other document or agreement binding upon it or its assets;
- (K) no Obligor Event of Default or Potential Obligor Event of Default is continuing or would reasonably be expected to occur as a result of the execution and delivery of, or the performance of any transaction (including the making of the Issuer/Borrower Loan contemplated by, any Obligor Transaction Document) and no other event has occurred and is continuing which constitutes a default or termination event under any agreement, indenture, contract, mortgage, deed or other instrument or document to which it is a party or is binding on it or any of its assets to an extent or in a manner which would reasonably be likely to have a Material Adverse Effect;
- (L) subject to the Reservations the Property Management Agreement constitutes legal, valid, binding and enforceable obligations of the parties thereto and has not been materially breached which has not been remedied or waived in writing by the Property Manager;
- (M) subject to the Reservations each Declaration of Trust constitutes legal, valid, binding and enforceable obligations of the parties thereto and has not been materially breached and there is no Rent Collection Account into which Rental Income from a Tenant is paid (other than a Rent Collection Account held directly by an Obligor in accordance with the terms of the IBFA) which is not subject a Declaration of Trust;
- (N) the Obligor Secured Liabilities do and will rank at least equally and rateably for payment with all unsecured obligations of each Obligor except for obligations mandatorily preferred by law applying to companies generally;
- (O) subject to the Reservations each Obligor Security Document to which an Obligor is a party confers the Security Interest it purports to confer over all of the assets of that Obligor referred to therein and it is the absolute legal and beneficial owner of the assets over which it purports to confer the Obligor Security (including, as applicable, the share capital in other Obligors) and that the Obligor Security is not subject to any prior or pari passu Security Interests and is valid and effective;
- (P) (other than the Borrower and the Parent), no business has been carried on by it or any assets owned by it other than in connection with the ownership of its Property or Properties (as applicable), it has not sold or disposed of any asset other than to a third party on arm's length terms (other than any sale or disposal which, had it been effected following the Closing Date, would have been permitted by the terms of the Obligor Transaction Documents) or incurred any Liabilities which are outstanding or undischarged other than Permitted Liabilities and Permitted Financial Indebtedness;
- (Q) since the date of the Borrower's and the Parent's establishment, neither of them have not carried on any business other than in connection with the Obligor Transaction Documents or entered into any contract other than the Obligor Transaction Documents;
- (R) no transaction has been entered into with any person (other than any transaction which, had it been effected following the Closing Date, would have been permitted by the terms of the Obligor Transaction Documents) otherwise than on or better than arm's length terms;

- (S) except as disclosed in a Certificate of Title, no Security Interest exists over its assets, other than as permitted under the IBFA;
- (T) except as disclosed in a Certificate of Title, each Propco is the legal owner of its Property or Properties, has a good, valid and marketable title (which was acquired with full title guarantee) to each such Property and is the owner of each of its assets which are expressed to be the subject of any Security Interest created by it under an Obligor Security Document;
- (U) each Propco has performed and complied with and carried out processes on its Property or Properties (as applicable) in accordance with applicable Environmental Law and Environmental Permits and all other covenants, conditions, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release or discharge of any Dangerous Substance in connection with its Property or Properties, where failure to do so would materially adversely affect the value of such Property or Properties and/or the Rental Income derived therefrom;
- (V) no claim, proceeding or investigation by any person in respect of any Environmental Law has been commenced or is threatened against any Obligor in respect of any Property;
- (W) the required Insurance Policies have been entered into or given effect to, are in full force and effect, there are no outstanding claims under such Insurance Policies relating to an event that has, or would be reasonably likely to have, a Material Adverse Effect or material breaches and all premiums in respect of the Insurance Policies have been paid in full or will be paid within any permitted payment period under such Insurance Policies, and the rights to receive proceeds under each Insurance Policy are capable of assignment;
- (X) to the best of an Obligor's knowledge (having made all reasonable enquiries), all written factual information supplied by or on behalf of that Obligor to any Obligor Secured Creditor in connection with the Obligor Transaction Documents and the transactions contemplated by them was true, complete and accurate in all material respects and not misleading in any material respect in each case at the time it was so supplied or as otherwise specified therein and all written information compiled by a third party, to the extent it is based on information supplied by an Obligor, which is provided to the Obligor Secured Creditors in connection with the Obligor Transaction Documents was true, complete and accurate in all material respects and not misleading in any material respect in each case at the time it was so supplied or as otherwise specified therein;
- (Y) all estimates, forecasts and projections provided by or on behalf of an Obligor to any Obligor Secured Creditor or any Report Provider and all assumptions and presumptions upon which such estimates, forecasts and projections were made, were fair and reasonable at the time they were made, and fairly represent the views of that Obligor formed in good faith as at the time so provided or otherwise so specified to have been made, nothing has occurred since the date of such information is prepared which renders the information contained therein untrue, incomplete, inaccurate or misleading in any material respect, and all copies of Leases provided are true, complete and accurate;
- (Z) save as disclosed in any Certificate of Title with respect to a Property or Properties owned by a Propco, in relation to any such Property, there subsists no breach of any law or regulation, there are no other matters whatsoever adversely affecting and there are no overriding interests it which are not permitted or contemplated by the Obligor Transaction Documents, all rights and interests in land necessary for the enjoyment and use of such Property are enjoyed by that Property and do not prevent or curtail its use, that Obligor has not received any notice of any claim in respect of the ownership or any interest in it, there are no compulsory purchase orders or any damage in any manner, it is in good repair and is not affected by structural defects, flooding or subsidence and no materials have been used in its construction which are or will become deleterious or will cause damage to the Property to which they were incorporated or affixed, in any case which could materially and

adversely affect the value of such Property and/or the Rental Income receivable in respect of any such Property;

- (AA) save as disclosed in any Certificate of Title, compliance with all planning laws and having obtained all permanent planning permissions, building regulation approvals and the terms of any agreement in connection with any Property, in each case which if not obtained or complied with would materially and adversely affect the value and/or Rental Income of the relevant Property;
- (BB) all written factual information provided by, or on behalf of, the Obligors and any applicable member of the NHG Group to the Valuer for the purposes of the Valuations and to each other Report Provider preparing a Report, was, in each case, true, complete and accurate in all material respects and not misleading in any material respect as at the date it was provided, and no information has been withheld prior to the date of a Valuation or any other Report which, if disclosed, may be materially prejudicial to the statements made therein;
- (CC) any financial projections provided by, or on behalf of, the Obligors to the Valuer for the purposes of the valuations have been prepared on the basis of recent historical financial information and on the basis of assumptions believed by it to be reasonable and prudent at the time of preparation thereof;
- (DD) no litigation, regulatory, arbitration or administrative proceedings of or before any court, arbitral body or agency (including arising from or relating to Environmental Law) which might reasonably be expected to be adversely determined and, if adversely determined, would reasonably be likely to have a Material Adverse Effect has commenced, pending or been threatened against any Obligor;
- (EE) the Financial Statements of the Obligors have been prepared in accordance with Accounting Principles consistently applied and give a true and fair view of the financial condition of each relevant Obligor as at the date upon which they were drawn up and as at the date which the Financial Statements of the Obligors (as applicable) delivered pursuant to the IBFA were prepared, the Obligors are not aware of any liabilities (contingent or otherwise) which have not been disclosed therein;
- (FF) the "centre of main interests" of each Obligor being in England;
- (GG) no Obligor may, at any time, have any employees, be a signatory to any contract of employment or otherwise enter into or be implied as a party to any contract of employment, save for any contract of employment which has been (or will be entered into) by NHG which purports to, or is expressed to, employ one or more employees on behalf of NHG and any one or more of its subsidiaries (where any one or more of such subsidiaries is expressly or impliedly an Obligor), provided that at all times during the term of such contract of employment each Obligor has the benefit of the NHG Employment/Pensions Letter in respect of such contract of employment;
- (HH) ownership of the Obligors, in particular that each is legally and beneficially directly owned and controlled by (i) in the case of the Parent, the Obligor Holdco, (ii) in the case of the Borrower, the Parent, (iii) in the case of each Obligor (other than the Parent, the Borrower and Propco 5), the Borrower and (iv) in the case of Propco 5, PLMR;
- (II) no requirement to make any deduction or withholding for or on account of Tax from any payment it may make under any Obligor Transaction Document;
- (JJ) no stamp duty, SDLT, registration or other documentary taxes or duties (which, for the avoidance of doubt, shall not include any applicable registration fees) are payable in connection with the entry into any Obligor Transaction Documents or the transactions contemplated by the Obligor Transaction Documents;

- (KK) no Obligor is overdue in the filing of any Tax returns or filings and no claims (other than claims which are being or will be disputed in good faith) have been or, as far as it is aware, are reasonably likely to be asserted against any Obligor with respect to Taxes which, if determined adversely against it, would result in a material liability to Tax (and for these purposes, but no other, a material liability to Tax shall mean an aggregate liability of the Obligors in respect of all such actual and contingent claims being in excess of £1,000,000);
- (LL) so far as each Obligor is aware, it is not currently the subject of any non-routine investigation, dispute or series of enquiries by any Tax Authority, which, if adversely determined against it, would reasonably be likely to have a Material Adverse Effect;
- (MM) each Obligor is resident for Tax purposes only in the jurisdiction of its incorporation;
- (NN) accuracy of information contained in the Prospectus and each Investor Presentation;
- (OO) no ownership of shares in another company, except in the case of the Parent, its ownership of 100% of the shares in the Borrower and (ii) in the case of the Borrower, its ownership of 100% of the shares in each other Obligor (other than Propco 5);
- (PP) no Financial Indebtedness outstanding other than any Permitted Financial Indebtedness;
- (QQ) no Obligor being an employer (for the purpose of sections 38 to 51 of the Pension Act 2004) of an occupational pension scheme which is a defined benefit scheme or at any time connected with or an associate of such an employer, unless (i) that occupational pension scheme is participated in by NHG; and (ii) that Obligor has the benefit of the NHG Employment/Pensions Letter in respect of such occupational pension scheme ;
- (RR) all deeds and documents necessary to demonstrate good and marketable title to the Properties are held by the relevant Obligor or by the legal advisers to the relevant Obligor on its behalf;
- (SS) no breach of any law, regulations or licences which would reasonably be likely to have a Material Adverse Effect;
- (TT) to the best of each Obligor's knowledge, having made all reasonable enquiries, there is no breach by a tenant of, or non-compliance by a tenant with, the terms of any Lease of any Property to which it is a lessor which would reasonably be likely to have a Material Adverse Effect;
- (UU) no Lease or Lease under which any Obligor derives its estate or interest in any Property is by its terms subject to forfeiture or irritancy on any Insolvency Event of an Obligor;
- (VV) licences and rights to use any Intellectual Property reasonably required by it in order to conduct its business and is in compliance with the terms thereof, in each case where failure to do so would reasonably be likely to have a Material Adverse Effect;
- (WW) save as disclosed in the Legal Opinions, it is not necessary to file, register or record any Obligor Transaction Document in any public place or elsewhere in any relevant jurisdiction;
- (XX) the entry into and performance by it of, and the transactions contemplated by, the relevant Obligor Transaction Documents do not and will not result in a breach of the prohibition on financial assistance set out in sections 678 and 679 of the Companies Act 2006;
- (YY) the accounting reference date of each Obligor is 31 March;
- (ZZ) no Insolvency Proceedings or other procedure or steps towards Insolvency Proceedings;

- (AAA) subject to the Reservations, the choice of law and jurisdiction specified in each Obligor Transaction Document as the governing law and jurisdiction of that Obligor Transaction Document will be recognised and enforced in each Obligor's jurisdiction of incorporation and any judgment obtained in relation to an Obligor Transaction Document in the jurisdiction of the governing law of that Obligor Transaction Document will be recognised and enforced in each Obligor's jurisdiction of incorporation and in the jurisdiction of the governing law of that Obligor Transaction Document; and
- (BBB) the structure chart for NHG and its subsidiaries and their interests in the members of the Obligor Group and the Property Manager is true, complete and accurate in all respects and are not misleading in any respect as at the Closing Date.

Each representation and warranty is to be given by each Obligor on the Closing Date, save that representations and warranties relating to each Obligor's Financial Statements as referred to in (EE) above are first made by each Obligor on the first date on which each Obligor delivers such Financial Statements (and only in respect of the Financial Statements then delivered). Certain representations and warranties will be repeated by the Obligors on certain other dates as specified in the IBFA.

Information covenants

Financial statements

The Obligors will provide to the Loan Facility Agent, the Issuer Security Trustee, the Note Trustee, the Paying Agents and each Rating Agency audited financial statements of each Obligor and related accountants' reports, within 180 days after the end of each financial year (such financial statements to comprise profit and loss account and balance sheet statement) (each such financial statements "**Financial Statements**").

The Borrower must ensure that each set of Financial Statements supplied by it is prepared in accordance with the Accounting Principles and includes a profit and loss statement and a balance sheet, where applicable and gives a true and fair view of its financial condition as at the date to which those Financial Statements were drawn up.

The Borrower must notify the Loan Facility Agent and the Obligor Security Trustee of any material change to the basis on which any of the Financial Statements of any Obligor are prepared to the extent that such change is not specifically and expressly set out in the most recent Financial Statements.

Valuations

Except as set out below, the Obligors are required to provide to the Loan Facility Agent (who will provide the same to the Servicer and the Issuer) a copy of:

- (A) except in any year in which paragraphs (B) and (C) below apply, a new Desktop Valuation no later than the date falling 60 days after 31 March in each year following the Closing Date (which Desktop Valuation is current as at 31 March in each such year), provided that the first such Desktop Valuation provided following the Closing Date must be provided within 60 days of 31 March 2021;
- (B) a new Full Valuation no later than the date falling 60 days after 31 March 2024 (which Full Valuation is current as at 31 March 2024) (the "**First Full Valuation Date**"); and
- (C) a new Full Valuation no later than the date falling 60 days after 31 March in every third year following the year in which the First Full Valuation Date occurs (which Full Valuation is current as at 31 March in each such year).

Notwithstanding the above paragraph, no Valuation will be required to be delivered in accordance with the paragraph above in the year in which the Loan Maturity Date is scheduled to occur unless the Obligor Secured Liabilities are not discharged in full on the Loan Maturity Date, in which case:

- (A) the Obligors will provide to the Loan Facility Agent and the Issuer a copy of a new Full Valuation no later than the date falling 60 days after the Loan Maturity Date (with any such Full Valuation being current as at its date as opposed to 31 March of that year); and
- (B) the provisions of the paragraph above shall continue to apply until the Obligor Secured Liabilities are discharged in full.

Further, each Obligor shall, as soon as reasonably practicable upon becoming aware thereof, notify the Valuer and the Loan Facility Agent of any items which would reasonably be likely to materially and adversely impact the Market Value of any or all of the Properties in the next Valuation to be delivered.

Monthly Management Reports

By not later than the twenty-fifth day of each Month (or, if such day is not a Business Day, the immediately preceding Business Day) (each a “**Monthly Calculation Date**”), the Obligors (or the Borrower or Obligor Cash Manager on their behalf) must furnish to the Loan Facility Agent (who will provide the same to the Servicer) a monthly management report (each a “**Monthly Management Report**”) containing the Actual Operating Income (and a detailed breakdown of its constituent components) in respect of the most recently completed Month immediately preceding that Monthly Calculation Date (each a “**Relevant Month**”) on an individual Propco basis and aggregated for all Dwellings, the Void and Credit Loss Particulars for the Relevant Month on an individual Propco basis and aggregated for all Dwellings, any acquisitions or disposals of Properties in the Relevant Month, the Tenant Data Tape in respect of the Relevant Month (containing information in relation to arrears of any past tenants as well as the arrears of any Tenants) and a detailed breakdown of all amounts to be paid out of the Administration Account, the Maintenance Account (including any amount of the Bakersfield Remedial Works Initial Deposit to be so paid out and, if any remaining balance of the Bakersfield Remedial Works Initial Deposit is to be so paid out to the General Account, a confirmation from the Property Manager that there is no further expenditure to be incurred in respect of the Bakersfield Remedial Works) and the Service Account on the penultimate day in each Month (or, if such day is not a Business Day, the immediately preceding Business Day) (each a “**Monthly Waterfall Date**”).

In addition, if that Monthly Calculation Date is a Quarterly Calculation Date, the relevant Monthly Management Report must contain all of the information provided if that Monthly Calculation Date was not a Quarterly Calculation Date in respect of the Relevant Month and, in addition, a detailed breakdown containing the amount of the Available Obligor Receipts in respect of the Quarterly Waterfall Date immediately following that Quarterly Calculation Date and a detailed breakdown of all additional amounts to be paid out of the Administration Account in accordance with the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities on the Quarterly Waterfall Date immediately following that Quarterly Calculation Date.

Each Monthly Management Report must attach the most recent Desktop Valuation or Full Valuation (as applicable).

Compliance Certificates

By not later than the twenty-fifth day of each of January, April, July and October (or, if such date is not a Business Day, the immediately preceding Business Day) (each a “**Quarterly Calculation Date**”), in addition to the Monthly Management Report for that Month the Obligors (or the Borrower on their behalf) must provide to the Loan Facility Agent (who will provide the same to the Servicer) a compliance certificate prepared by the Borrower (or by the Obligor Cash Manager on the Borrower's behalf) (a “**Compliance Certificate**”) in respect of the Quarter Date to which such

Quarterly Management Report relates, confirming (and setting out the particulars of) the Loan to Value Ratio as at the Quarter Date to which that Compliance Certificate relates, DSCR for the Test Period ending on (and including) the Quarter Date to which that Compliance Certificate relates, Yield for the Test Period ending on (and including) the Quarter Date to which that Compliance Certificate relates, Prospective DSCR for the Prospective Test Period commencing on (but excluding) the Quarter Date to which that Compliance Certificate relates, Prospective Yield for the Prospective Test Period commencing on (but excluding) the Quarter Date to which that Compliance Certificate relates, certification that no Default has occurred and is continuing at the date of such Compliance Certificate (or, if applicable, details of such), the amount standing to the credit of the Cure Account as at that Quarter Date and details of any Restricted Payments to be made from the General Account on the Monthly Waterfall Date falling in each of January, April, July and October of each year (each a “**Quarterly Waterfall Date**”) immediately following the delivery of the Compliance Certificate. Each Compliance Certificate must be signed by one director of the Borrower on its behalf confirming that the statements made in the Compliance Certificate are accurate in all material respects.

Challenge to Compliance Certificates

The Loan Facility Agent may, within 10 Business Days of receipt of a Compliance Certificate (the “**Challenge Period**”), on the written instruction of the Servicer, challenge (a “**Challenge**”) a statement, calculation or ratio in the Compliance Certificate, and call for other substantiating evidence, where the Loan Facility Agent (acting on the instructions of the Servicer) has reason to believe that any statement, calculation or ratio in the Compliance Certificate is inaccurate or misleading.

In respect of a Challenge, the Loan Facility Agent must send a written notice (a “**Challenge Notice**”) within the Challenge Period to the Borrower stating the reason for the Challenge and requesting such substantiating evidence as is deemed necessary by the Servicer to investigate and/or confirm the statements, calculation and ratios contained in any Compliance Certificate or any accompanying statement. Following the delivery of a Challenge Notice, the Borrower shall promptly provide or procure the provision of such information as the Loan Facility Agent has requested (and may further request, subject to any applicable confidentiality restrictions).

If following receipt of any additional information, the Loan Facility Agent (acting on the written instruction of the Servicer) continues to believe that a statement, calculation or ratio that is subject to a Challenge is materially inaccurate or misleading, the Loan Facility Agent shall, at the cost of the Borrower and in consultation with the Borrower, appoint an accounting firm of national repute and standing (in respect of the country of incorporation or establishment of the relevant Obligor the details of which are the subject of the Challenge Notice) (the “**Independent Expert**”) to investigate the relevant statement, calculation or ratio that is the subject of the challenge (the “**Investigation Mandate**”).

In respect of the appointment of the Independent Expert, the Loan Facility Agent shall execute such letters or confirmations on behalf of the Servicer that the Independent Expert reasonably requires, provided always that the Loan Facility Agent shall not be required to assume responsibility for the fees of the Independent Expert, which shall be the responsibility of the Borrower.

The Obligors shall promptly provide or procure the provision of such information as the Independent Expert shall reasonably request in respect of the Investigation Mandate, including making appropriate officers of the Obligors available in business hours to respond to questions raised by the Independent Expert.

The appointment of the Independent Expert shall provide that such Independent Expert shall keep all such information received in respect of the Investigation Mandate confidential.

The Independent Expert shall report (such report being binding and conclusive as to the Challenge in respect of which it was appointed) to the Loan Facility Agent and the Borrower within 30 days of

its appointment (or such other period as may be agreed between the Loan Facility Agent (acting on the written instruction of the Servicer, the Borrower and the Independent Expert)) as to its conclusions in respect of the Investigation Mandate, and state whether, in its reasonable opinion:

- (A) the contested statements, calculations and ratios made in the Compliance Certificate are accurate in all material respects (a “**Confirmed Certificate**”);
- (B) the contested statements, calculations and ratios made in the Compliance Certificate are not accurate in all material respects (a “**Flawed Certificate**”); or
- (C) it could not reach a decision in respect of the Compliance Certificate as it was not supplied with sufficient information by the Borrower or such information was not supplied sufficiently promptly, or in an adequate format, to allow a conclusion to be reached as to the accuracy of the statements, calculations and ratios made in the Compliance Certificate (an “**Unsubstantiated Certificate**”).

In the case of a Confirmed Certificate, the Investigation Period will be deemed to have ended on the date of the announcement of the Independent Expert's conclusions to the Loan Facility Agent and the Borrower.

In the case of a Flawed Certificate or an Unsubstantiated Certificate:

- (A) the Borrower shall provide a re-stated Compliance Certificate which is accurate in all material respects within five Business Days of the announcement of the Independent Expert's conclusions to the Loan Facility Agent and the Borrower; and
- (B) the Investigation Period will be deemed to be continuing until the re-stated Compliance Certificate to the relevant parties.

No Obligor may make any Restricted Payments in the event that a Challenge is made, in the period from the date of such Challenge until the earlier of:

- (A) the date on which investigations in respect of that Challenge are completed to the reasonable satisfaction of the Loan Facility Agent (acting on the written instructions of the Servicer);
- (B) the date on which the Independent Expert announces its conclusions in respect of a Confirmed Certificate; and
- (C) the date following expiry of the re-stated Challenge Period after a re-stated Compliance Certificate has been delivered,

(the “**Investigation Period**”).

Additional information covenants

Subject to any duty of confidentiality and any applicable legal or regulatory restrictions (and, with respect to NHG, excluding any correspondence with, or regulatory action or regulatory gradings or notices given by, the Regulator or between the Regulator and NHG (in its capacity as a Registered Provider of Social Housing)), the Obligors must supply to the Loan Facility Agent, who will furnish the same to the Servicer, as soon as reasonably practicable after becoming aware of the same, details concerning any downgrade action by any Rating Agency in respect of the Notes including the Notes being put on negative credit watch, all documents dispatched by an Obligor to its creditors generally (at the same time as they are dispatched), any material non-compliance with any judgment, law, regulation, order or decree applicable to any of the Obligors, the Property Manager or a Rent Collection Account Holder (and, in the case of a Rent Collection Account Holder, only insofar as any such material non-compliance relates to its Rent Collection Account and/or

Declaration of Trust), any material litigation, arbitration, administrative proceedings, statutory notice (including any enforcement or prohibition notice), claim, proceedings by a regulator or other analogous proceedings whether current, threatened or pending) against any Obligor, the Property Manager or a Rent Collection Account Holder, any material insurance claims or vitiation of any material insurance claims relating to the Obligors or any Property, any material changes to any licence, authorisation or consent relating to the Obligors or any Property, any material adverse changes to, or any material enquiries, material legal challenges or potential material legal challenges relating to, affecting or arising out of any Obligor's title or rights to the Properties (including third party rights affecting use of any Property, compulsory purchase orders and by-laws), any fact or circumstance which could reasonably be likely to lead to any of the representations and warranties in the IBFA no longer being true in respect of any Obligor and any other facts, events of circumstances which could result in a misrepresentation or a Material Adverse Effect.

The Obligors will, so far as permitted by any applicable law, regulation, order or any binding confidentiality obligations, deliver such material information, about the business and financial condition of the Obligor Group or any Obligor as may be requested by the Loan Facility Agent or the Obligor Security Trustee.

If any duty of confidentiality would preclude disclosure of the relevant details to the Loan Facility Agent or the Obligor Security Trustee, the Borrower shall use reasonable endeavours to obtain the consent (where relevant) of the applicable third party to such disclosure on the basis that such information shall be kept confidential by each such recipient and shall not be disclosed by any such recipient for so long as such information remains confidential.

Unless the Loan Facility Agent and the Obligor Security Trustee have already been so notified by an Obligor, each Obligor (or the Borrower on its behalf) must notify the Loan Facility Agent and the Obligor Security Trustee of any Default relating to it or (in the case of the Borrower) any other Obligor or (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

Promptly following any reasonable request by the Loan Facility Agent and/or the Obligor Security Trustee, the Borrower must supply to the Loan Facility Agent and the Obligor Security Trustee a certificate, signed by two of its authorised signatories on its behalf, certifying that no Default is outstanding or, if a Default is outstanding, specifying the Default and the steps, if any, being taken or proposed to be taken to remedy it.

Void and Credit Loss Ledger

The Borrower must ensure that it maintains:

- (A) a Void and Credit Loss Ledger;
- (B) a ledger on the Maintenance Account in respect of the remaining balance of the Bakersfield Remedial Works Initial Deposit; and
- (C) all other ledgers which are necessary to record all receipts by the Propcos, the outstanding balances between each Propco and the Borrower from time to time (including in respect of those amounts standing to the credit of the Accounts from time to time) and the payments, repayments and/or prepayments which are made, or due to be made, between the Propcos and the Borrower from time to time pursuant to the Intra-Group Agreement.

On each Monthly Calculation Date, the Borrower must make appropriate debits to the Void and Credit Loss Ledger which represent the Void and Credit Loss Target and the Void and Credit Loss Deduction in respect of each Dwelling for the most recently completed Month falling prior to that Monthly Calculation Date.

For the avoidance of doubt, payments will only be made between the Propcos and the Borrower in order to facilitate payments of the Obligor Secured Liabilities by the Borrower.

Obligor Events of Default

The IBFA includes, but is not limited to, the following events of default (the “**Obligor Events of Default**” and each an “**Obligor Event of Default**”) (subject to appropriate negotiated carve-outs, materiality thresholds and grace periods):

- (A) a breach of any of the Financial Covenant Ratios which is not cured in accordance with the terms of the IBFA;
- (B) non-payment of any amounts under any Obligor Transaction Documents at the time, in the currency and in the manner in which it is expressed to be payable, unless due to a technical or administrative delay or error in the transmission of funds outside the control of the relevant Obligor and such payment is made within three Business Days of the payment falling due;
- (C) any representation, warranty or statement made or deemed to be made or repeated by a Transaction Obligor in any Obligor Transaction Document or in any notice or other document, certificate or statement delivered by it pursuant to, or in connection with, any Obligor Transaction Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made or repeated, unless the underlying circumstances of such incorrect or misleading representation, warranty or statement are capable of remedy and are remedied within 21 Business Days after the earlier of the Loan Facility Agent giving notice to the relevant Obligor of such breach and the relevant Transaction Obligor becoming aware of such breach;
- (D) any Transaction Obligor does not comply with any provision of or covenant, undertaking or obligation under the Obligor Transaction Documents (other than any particularly specified) and, if any such non-performance or non-compliance is, capable of remedy, it is not remedied within 21 days (or, in the case of any non-performance or non-compliance with any material covenant (relating to incurrence of Financial Indebtedness, disposals, acquisitions, negative pledge, restriction on payments and insurances), within three Business Days) after the earlier of the Loan Facility Agent giving notice to the Borrower of such non-performance or non-compliance and the relevant Transaction Obligor becoming aware of such non-performance or non-compliance;
- (E) any Property is destroyed or otherwise damaged and such destruction or damage is not fully insured for full reinstatement value where such failure to fully insure or abatement of rent would reasonably be likely to have a Material Adverse Effect;
- (F) any Financial Indebtedness of any Obligor in excess of £5,000,000 (other than under an Obligor Transaction Documents) is not paid when due (after the expiry of any originally applicable grace period), or any Financial Indebtedness of any Transaction Obligor is declared to be or becomes due and payable prior to its specified maturity or is made payable on demand or any commitment for any Financial Indebtedness of an Obligor in excess of £5,000,000 is cancelled or suspended by a creditor of that Obligor (after the expiry of any originally applicable commitment period) or any Security Interest (other than under or pursuant to an Obligor Security Document) securing any Financial Indebtedness over an asset of any Obligor is enforced;
- (G) an Insolvency Event occurs with respect to any Obligor, the Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder;
- (H) it becomes unlawful for any Transaction Obligor to perform its material obligations under any Obligor Transaction Document, subject to the Reservations, any Obligor Security

Document to which it is a party does not (or ceases to) create the Security Interests it purports to create, subject to the Reservations, any of its obligations under the Obligor Transaction Documents to which it is a party are not (or cease to be) or are alleged by an Obligor not to be legal, valid, binding or enforceable against such Obligor or effective to create any Security Interest intended or purported to be created by such Transaction Obligor, any Obligor Transaction Document or any material obligation purported to be contained therein is not, or is alleged by an Obligor not to be, effective, valid or enforceable against it for any reason or a Transaction Obligor repudiates any Obligor Transaction Document or evidences an intention to repudiate any Obligor Transaction Document;

- (I) it becomes unlawful for a Rent Collection Account Holder to perform any of its material obligations under the Declaration of Trust to which it is a party or subject to the Reservations, any of its obligations under the Obligor Transaction Documents to which it is a party are not (or cease to be) or are alleged by an Obligor not to be legal, valid, binding or enforceable against it;
- (J) an Obligor, the Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder ceases, or threatens to cease, to carry on a substantial part of its business unless such business is transferred to any Obligor or a replacement Property Manager, the Obligor Cash Manager or Rent Collection Account Holder appointed in accordance with the terms of the Transaction Obligor Documents;
- (K) any Transaction Obligor Security Document is not, or is alleged by any Transaction Obligor not to be, binding on or enforceable against such Transaction Obligor or effective to create any Security Interest intended or purported to be created by such Transaction Obligor;
- (L) the Property Management Agreement is not, or ceases to be, in full force and effect unless it has been replaced with another substantially similar agreement within 90 days;
- (M) any party to the Tax Deed of Covenant or any additional Tax Deed of Covenant (other than the Issuer, the Issuer Holdco, the Loan Facility Agent, the Obligor Security Trustee, the Issuer Security Trustee or the Note Trustee) fails duly to perform or comply with any covenant or breaches any representation and/or warranty contained therein, where such failure would reasonably be expected to have a Material Adverse Effect, provided that, in any case where such breach is capable of remedy, such breach is not remedied within a period of 30 days following notification thereof by the Loan Facility Agent to the relevant party or (if earlier) the date on which the relevant party becomes aware of that failure to perform or comply or that breach;
- (N) if a Rent Collection Account Holder fails to comply with its obligations to make any payment into the Administration Account in accordance with the applicable Declaration of Trust or as contemplated by the IBFA unless such failure to pay is caused solely by a technical or administrative delay or error in the transmission of funds and is remedied within five Business Days of the due date therefor;
- (O) any leasehold interest of an Obligor comprising any Property is forfeited (subject to expiry of any relief period), where such forfeiture would reasonably be expected to have a Material Adverse Effect.;
- (P) an Issuer Event of Default occurs that is continuing;
- (Q) the auditors qualify or restate their report on any audited financial statements of an Obligor so it is no longer a going concern or as a result of which a Financial Covenant Ratio would be breached if tested on the date of such qualification or restatement as if such qualification or restatement had occurred on the immediately preceding Calculation Date and not cured by the next Calculation Date (or, if such Calculation Date does not occur on a Business Day,

the Interest Payment Date immediately preceding such Calculation Date) in accordance with the IBFA;

- (R) any litigation, arbitration, administration or other proceedings (which the Loan Facility Agent (in consultation with the Servicer) considers not to be frivolous or vexatious) occurs concerning or arising in consequence of the Obligor Transaction Documents or concerning or relating to the business activities of an Obligor, Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder, in each case which is reasonably likely to be adversely determined against that Obligor, Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder (as applicable), and if so adversely determined, would reasonably be likely to have a Material Adverse Effect;
- (S) an Obligor, Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder (as applicable) fails to comply with or pay any sum due from it under any final judgment or any order made or given by any court of competent jurisdiction: (other than an Obligor) which is reasonably likely to be adversely determined against the Property Manager, the Obligor Cash Manager or Rent Collection Account holder (as applicable), and if so adversely determined, would reasonably be likely to have a Material Adverse Effect, or (in the case of an Obligor) in respect of sums in excess of £1,000,000; or
- (T) the authority or ability of the Obligor Group taken as a whole, the Property Manager, the Obligor Cash Manager or a Rent Collection Account Holder to conduct their or its business is wholly or substantially impeded by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority.

Definitions

The following defined terms will apply to the Transaction Documents:

“Acceptable Bank” means a bank or financial institution which has a rating for its long-term unsecured debt obligations of A2 or higher by Moody’s, or a comparable rating from another rating agency.

“Account Bank Minimum Ratings” means:

- (A) in the case of Moody’s (i) a long-term deposit rating of at least A2 by Moody’s; or (ii) if the Account Bank does not have a long-term deposit rating by Moody’s, a short-term deposit rating of at least P-1 by Moody’s; or
- (B) if none of (A) above are currently maintained in respect of the Account Bank, such other ratings that are consistent with the then published criteria of Moody’s (or such other Rating Agency then appointed by the Issuer to provide credit ratings for the Notes) as being the minimum ratings that are required to support the then rating of the Notes.

“Accounting Principles” means accounting principles, policies, standards, bases and practices which, from time to time, are generally accepted under UK GAAP or IFRS.

“Actual Operating Income” means, in respect of any Portfolio Unit and any Month, the Target Rent for that Portfolio Unit for that Month less (without double counting):

- (A) the Void and Credit Loss Deduction in respect of that Portfolio Unit for that Month;
- (B) the Property Management Provision in respect of that Portfolio Unit for that Month;
- (C) the Maintenance Cost Deduction in respect of that Portfolio Unit for that Month; and

(D) the Service Cost Deduction in respect of that Portfolio Unit for that Month.

“Administrative Party” means the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Borrower Account Bank, the Loan Facility Agent, the Issuer Account Bank, the Issuer Cash Manager, the Principal Paying Agent or any other Agent and their replacements or successors.

“Affiliate” means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

“Agreement for Lease” means an agreement to grant an Occupation Lease for all or part of a Property.

“Aggregate Value” means, at any time, the Market Value of all Properties at that time (by reference to the Initial Valuation and, subsequently, to the most recent Valuation delivered prior to that time in accordance with the IBFA).

“Allocated Loan Amount” means, in respect of each Property at any time, the amount determined by multiplying the Allocated Loan Percentage applicable to that Property by the aggregate Outstanding Principal Amount of all of the Senior Debt at that time.

“Allocated Loan Percentage” means, in respect of a Property at any time, the Market Value of that Property at that time (by reference to the most recent Valuation delivered prior to that time in accordance with the Issuer/Borrower Facility Agreement) expressed as a percentage of the Aggregate Value at that time.

“Annual Management Fee” means the annual management fee payable by the Propcos to the Property Manager in accordance with the Property Management Agreement, calculated at a rate per Dwelling (excluding any Dwelling which is a long leasehold within the Bakersfield Scheme) of:

- (A) from (and including) the Closing Date to (and including) 31 March 2021, £1,700; and
- (B) for each Subsequent Period thereafter, £1,700 multiplied by the Target Rent Change relating to that Subsequent Period,

in each case payable in arrears by monthly instalments on each Monthly Waterfall Date (as defined in the Issuer/Borrower Facility Agreement) or proportionately for any period of less than a month.

“Appointee” means any attorney, manager, agent, delegate, nominee, custodian or other person appointed by the Issuer Security Trustee under the Issuer Deed of Charge or the Note Trustee under the Note Trust Deed.

“Asset Status Report” means the asset status report prepared by the Special Servicer with respect to the Issuer/Borrower Loan and the Properties upon the occurrence of a Special Servicing Transfer Event.

“Authorised Investments” means investments of the funds standing to the credit of the Disposal Proceeds Account and/or the Cure Account in:

- (A) Sterling gilt-edged securities;
- (B) money market funds;
- (C) Sterling demand or time deposits and certificates of deposit; or
- (D) short-term debt obligations (including commercial paper),

where:

- (1) the rate of interest earned on such investments is likely to exceed the rate of interest paid on the Disposal Proceeds Account and/or the Cure Account;
- (2) the investments have a maturity date of 90 days or less and mature on or before the Interest Payment Date immediately succeeding the date on which the investments are made; and
- (3) the investments are either:
 - (a) Sterling denominated securities, bank accounts or other obligations of or rights against entities (other than in respect of any asset-backed securities, credit linked notes, swaps, other derivative instruments or synthetic securities) (i) whose long-term unsecured and unguaranteed debt is rated at least "A2" by Moody's and whose long term unsecured, unguaranteed and unsubordinated debt obligations are rated by any one of Fitch or S&P at a level of at least "A"; and (ii) whose short-term unsecured and unguaranteed debt is rated at least "P-1" by Moody's and whose short term unsecured, unguaranteed and unsubordinated debt obligations are rated by any one of Fitch or S&P at a level of at least "F1" by Fitch or "A-1" by S&P; or
 - (b) Sterling denominated securities or other obligations of or rights against entities (other than in respect of any asset-backed securities, credit linked notes, swaps, other derivative instruments or synthetic securities) issued by money market funds assigned a rating of Aaa-mf by Moody's and an equivalent money market funds rating from any one of Fitch or S&P, in respect of money market funds,

provided that, in all cases, such investments (i) will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto, and (ii) such investments fall within the definition of "financial asset" as defined in the relevant Tax regulations.

"Available Enforcement Proceeds" means, on any date, all monies received or recovered by the Obligor Security Trustee (or any Receiver appointed by it) in respect of the Transaction Obligor Security and under the Guarantees.

"Available Obligor Receipts" means, on any Quarterly Waterfall Date, the amount (if a positive amount) represented by the sum of:

- (A) all monies standing to the credit of the Administration Account immediately following the close of business on the last day of the Month immediately preceding the Month in which that Quarterly Waterfall Date occurs; *less*
- (B) the amount (if a positive amount) by which:
 - (1) the Cumulative Void and Credit Loss Target of all Dwellings collectively (as the applicable Portfolio Unit for this purpose) in respect of the Month immediately preceding the Month in which that Quarterly Waterfall Date occurs; *exceeds*
 - (2) the Cumulative Void and Credit Loss of all Dwellings collectively (as the applicable Portfolio Unit for this purpose) in respect of the Month immediately preceding the Month in which that Quarterly Waterfall Date occurs.

"Bakersfield Remedial Works Initial Deposit" means the amount of the Issuer/Borrower Loan in an amount of £5,000,000 which is to be funded, on the Closing Date, into the Maintenance Account for the purposes of contributing towards the Bakersfield Remedial Works.

“Bakersfield Remedial Works” means, in respect of the Bakersfield Scheme, the proposed remedial works to the window spandrels and soffits at Bakersfield.

“Bakersfield Scheme” means the Scheme at Bakersfield.

“Borrower Accounts” means:

- (A) the Administration Account;
- (B) the Cure Account;
- (C) the Disposal Proceeds Account;
- (D) the General Account;
- (E) the Maintenance Account;
- (F) the Service Account; and
- (G) any other bank account opened or maintained by the Borrower on or after the Closing Date pursuant to or as otherwise required by the IBFA.

“Borrower Payment Priorities” means the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities, the Borrower Post-Enforcement Pre-Acceleration Payment Priorities and/or the Borrower Post-Enforcement Post-Acceleration Payment Priorities, as applicable.

“Business Day” means a day on which banks are generally open for business in London.

“Cash” means any cash balances of the Borrower with the Borrower Account Bank or other bank or financial institutions.

“Certificate of Title” means, in relation to a Property, each certificate of title most recently prepared and delivered to the Loan Facility Agent in connection with that Property in such form as may be agreed with the Loan Facility Agent from time to time.

“Collected Rent” means, in respect of any applicable Portfolio Unit for any Month, the amount of rent and Service Charge (if applicable) actually received into a Rental Collection Account in respect of that Portfolio Unit for that Month.

“Common Documents” means the MDA, the STID, the Issuer/Borrower Facility Agreement and any other agreement, instrument or deed designated by the Obligor Security Trustee and the Borrower as such.

“Cumulative Maintenance Cost” means, in respect of any applicable Portfolio Unit for any Month, the aggregate of:

- (A) the Maintenance Cost in respect of Portfolio Unit for that Month; and
- (B) the Maintenance Cost in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cumulative Maintenance Cost Target” means, in respect of any applicable Portfolio Unit for any Month, the aggregate of:

- (A) the Maintenance Cost Target in respect of that Portfolio Unit for that Month; and

- (B) the Maintenance Cost Target in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cumulative Service Cost” means, in respect of any applicable Portfolio Unit for any Month, the aggregate of:

- (A) the Service Cost in respect of that Portfolio Unit for that Month; and
- (B) the Service Cost in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cumulative Service Cost Target” means, in respect of any applicable Portfolio Unit for any Month, the aggregate of:

- (A) the Service Cost Target in respect of that Portfolio Unit for that Month; and
- (B) the Service Cost Target in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cumulative Void and Credit Loss” means, in respect of any applicable Portfolio Unit and any Month, the aggregate of:

- (A) the Void and Credit Loss in respect of that Portfolio Unit and that Month; and
- (B) the Void and Credit Loss in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cumulative Void and Credit Loss Target” means, in respect of any applicable Portfolio Unit for any Month, an amount equal to the aggregate of:

- (A) the Void and Credit Loss Target in respect of that Portfolio Unit for that Month; and
- (B) the Void and Credit Loss Target in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Cure Deposit” means an amount which, following a Financial Covenant Ratio Breach, is sufficient to ensure compliance with the Financial Covenant Ratio the subject of that Financial Covenant Ratio Breach as calculated in accordance with the IBFA.

“Dangerous Substance” means any substance capable (whether alone or in combination with any other) of causing pollution, contamination, harm or damage to property or to the environment, including any waste,

“Declaration of Trust” means each declaration of trust in respect of the Rental Income and Service Charge relating to a Property granted by a Rent Collection Account Trustee in favour of the relevant Propco.

“Default” means:

- (A) an Obligor Event of Default; or
- (B) a Potential Obligor Event of Default.

“Default Interest Rate Reference Balance” means, on any date, the sum of:

- (A) the aggregate of:

- (1) all amounts of principal and interest due from the Borrower to the Issuer prior to that date; and
- (2) the Interest Period Interest Amounts accrued up to that date and unpaid

less

- (B) the sum of all amounts paid by way of principal and interest by the Borrower to the Issuer before that date and less the sum of all amounts withdrawn from the Reserve Account before that date.

“Default Interest Subordinated Amount” means, on any date, the excess, if any, of the Default Interest Rate Reference Balance over the Interest Rate Reference Balance.

“Desktop Valuation” means a “desktop” valuation prepared and issued by the Valuer and addressed to the Loan Facility Agent and the Issuer valuing the Obligors' interests in the Properties as at 31 March in any applicable year and which is carried out on a market value basis as defined in the then current Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards (or its successors) and which includes the current open market value of each Property.

“Disposal Proceeds” means, upon the disposal of any interest in a Property (or the shares in any Propco), the Disposal Proceeds derived from such disposal after deducting any direct costs and expenses (including, for the avoidance of doubt, any VAT chargeable in respect of such costs and expenses) properly and reasonably incurred in connection with such disposal.

“Duty of Care Deed” means the duty of care deed dated on or around the Closing Date between, the Obligors, the Property Manager, the Obligor Cash Manager and the Obligor Security Trustee pursuant to which the Property Manager and the Obligor Cash Manager undertake, inter alia, to comply in all material respects with their obligations under the Property Management Agreement (including any duty of care deed with a replacement property manager and/or obligor cash manager from time to time in substantially the same form).

“Dwelling” means a self-contained unit of residential accommodation in a Property.

“Eligible Person” has the meaning given to it in schedule 3 (*Provisions for meetings of Noteholders and/or Couponholders*) to the Note Trust Deed.

“Enforcement Action” means any step that a Creditor is entitled to take to enforce its rights against an Obligor under a Debt Document including, but not limited to, the declaration of any event of default (however defined), the institution of proceedings, the making of a demand for payment under a guarantee, the making of a demand for cash collateral under a guarantee or the acceleration of the relevant Liabilities pursuant to the terms of the applicable Debt Document or the enforcement of all or any Security Interest.

“Environmental Claim” means any claim, proceeding or investigation by any person in respect of any Environmental Law.

“Environmental Law” means any applicable law in the United Kingdom which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

“Environmental Permits” means any permit, licence, consent, approval and other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of an Obligor conducted on or from the Property and/or Properties owned or used by that Obligor.

“Extraordinary Resolution” means:

- (A) a resolution passed at a meeting duly convened and held in accordance with the Note Trust Deed by a majority consisting of not less than three-fourths of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes cast on such poll; or
- (B) a resolution in writing signed by or on behalf of the Noteholders of not less than three-fourths in aggregate of the Principal Amount Outstanding of the relevant Notes which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders.

“Finance Costs” means, in respect of a Test Period, the aggregate of:

- (A) the accrued interest on the Issuer/Borrower Loan on each day in that Test Period; and
- (B) the aggregate of all recurring fees and commissions payable by the Borrower in that Test Period in respect of the borrowing of the Issuer/Borrower Loan.

“Financial Covenant Ratio” means the Loan to Value Ratio and/or DSCR and/or Yield and/or Prospective DSCR and/or Prospective Yield.

“Financial Indebtedness” means any indebtedness for or in respect of:

- (A) moneys borrowed;
- (B) any amount raised by acceptance under any acceptance credit facility;
- (C) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (D) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted accounting principles applicable to the Obligor concerned, be treated as a finance or capital lease;
- (E) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (F) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (G) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, including only the mark-to-market value which has become payable);
- (H) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (I) any amount of any liability under an advance or deferred purchase agreement if the entry into the agreement is primarily a method of raising finance;
- (J) any agreement or option to re-acquire an asset if the entry into the agreement or option is primarily a method of raising finance; and
- (K) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (A) to (J) above, but excluding any indebtedness owed by an Obligor and to another Obligor.

“FSMA” means the Financial Services and Markets Act 2000 (as amended).

“Full Valuation” means a full valuation report prepared and issued by the Valuer and addressed to the Loan Facility Agent and the Issuer valuing the Obligors' interests in the Properties as at 31 March in the year in which such full valuation report is prepared and issued and which is carried out on a market value basis as defined in the then current Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards (or its successors) and which includes the current open market value of each Property.

“GAAP” or **“UK GAAP”** means the generally accepted accounting principles in the United Kingdom.

“Good Industry Practice” means the standards, practices, methods and procedures as practised in the United Kingdom conforming to all applicable laws and the degree of skill, diligence, prudence and foresight which would reasonably be expected from a person undertaking the management and operation of properties comparable to the Properties.

“Holding Company” of any person, means a person in respect of which that other person is a Subsidiary.

“IFRS” means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant Financial Statements.

“Incoming Property” means a Property or Properties:

- (A) which a Propco acquires (or, where the context requires, proposes to acquire); or
- (B) which is or are owned by an Additional Propco on, or at any time after, the date on which it accedes as an Additional Propco in accordance with the terms of the Obligor Transaction Documents,

in each case pursuant to the Issuer/Borrower Facility Agreement.

“Initial Issuer Liquidity Reserve Amount” means amount equal to 1.5% of the amount of the Notes issued as at the Closing Date.

“Initial Valuation” means the aggregate market value of the Property Portfolio as determined by the Valuer as at 1 October 2020, in the Property Portfolio Valuation Report, together with or (as the context requires), in relation to any Incoming Properties, the Valuation prepared on or prior to the time such Incoming Property was first owned by an Obligor and delivered as an additional condition precedent in relation to the acquisition of that Incoming Property in accordance with the Issuer/Borrower Facility Agreement.

“Insolvency Event” means, in respect of any company:

- (A) the initiation of or consent to Insolvency Proceedings by such company or any other person or the presentation of a petition or application for the making of an administration order which proceedings (in respect of an Obligor or the Issuer (as applicable)) are not, in the opinion of the Obligor Security Trustee or the Issuer Security Trustee (respectively), being disputed in good faith with a reasonable prospect of success;
- (B) an encumbrancer (excluding, in relation to an Obligor, the Obligor Security Trustee or any receiver appointed by the Obligor Security Trustee and, in relation to the Issuer, the Issuer Security Trustee or any receiver appointed by the Issuer Security Trustee) taking possession of the whole or any part of the undertaking or assets of such company;
- (C) any distress, execution, attachment, diligence or other process being levied or enforced or imposed upon or against the whole or any substantial part of the undertaking or assets of

such company (excluding, in relation to an Obligor, the Obligor Security Trustee or any receiver appointed by the Obligor Security Trustee and, in relation to the Issuer, by the Issuer Security Trustee or any receiver appointed by the Issuer Security Trustee) and such order, appointment, possession or process (as the case may be) not being discharged or otherwise ceasing to apply within 30 days;

- (D) the making of an arrangement, composition, scheme of arrangement, reorganisation with or conveyance to or assignment or assignation for the creditors of such company generally or the making of an application to a court of competent jurisdiction for protection from the creditors of such company generally;
- (E) the passing by such company of an effective resolution or the making of an order by a court of competent jurisdiction for the winding up, liquidation or dissolution of such company (except, in the case of the Issuer, a winding up for the purpose of a merger, reorganisation or amalgamation the terms of which have previously been approved either in writing by the Issuer Security Trustee or by an Extraordinary Resolution of the Noteholders);
- (F) subject to the other paragraphs of this definition, the appointment of an Insolvency Official in relation to such company or in relation to the whole or any substantial part of the undertaking or assets of such company;
- (G) save as permitted (in the case of an Obligor) in the STID or (in the case of the Issuer) in the Issuer Deed of Charge, the cessation or suspension of payment of its debts generally or a public announcement by such company of an intention to do so; or
- (H) save as provided (in the case of an Obligor) in the STID or (in the case of the Issuer) in the Issuer Deed of Charge, a moratorium is declared in respect of any indebtedness of such company or the relevant company takes steps with a view to obtaining a moratorium in respect of any indebtedness.

“Insolvency Official” means, in connection with any Insolvency Proceedings in relation to a company, a liquidator, provisional liquidator, administrator, administrative receiver, receiver, manager, nominee, supervisor, trustee, conservator, guardian or other similar official in respect of such company or in respect of all (or substantially all) of the company's assets or in respect of any arrangement or composition with creditors.

“Insolvency Proceedings” means, in respect of any company, the winding-up, liquidation, dissolution or administration of such company, or any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or established or of any jurisdiction in which the company carries on business, including the seeking of liquidation, winding-up, reorganisation, dissolution, moratorium, administration, arrangement, adjustment, protection or relief of debtors.

“Insolvency Regulation” means the EC Regulation on Insolvency Proceedings 2015 (Regulation (EU) 2015/848 of the European Parliament and of the Council of 20th May, 2015), as amended.

“Insurance Policies” means any policy of insurance or assurance in which each Obligor may at any time have an interest entered into in respect of the Properties in accordance with the Issuer/Borrower Facility Agreement.

“Intellectual Property” means, in relation to each Obligor:

- (A) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist) of that Obligor, whether registered or unregistered; and

- (B) the benefit of all applications and rights to use such assets (which may now or in the future subsist) of that Obligor.

“Interest Payment Date” means either:

- (A) 31 January, 30 April, 31 July and 31 October in each year, commencing on 31 January 2021; or
- (B) if earlier, the day on which any Obligor Secured Liabilities fall due for payment,

or if any such day is not a Business Day, on the immediately succeeding Business Day.

“Interest Period” means the period from (and including) the Closing Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

“Interest Period Interest Amounts” means, in respect of any date, the sum of the interest accruals either at the Interest Rate or at the Default Interest Rate as determined in accordance with the Issuer/Borrower Facility Agreement from the start of the Interest Period in which that date falls to that date.

“Interest Rate Reference Balance” means, on any date, a sum calculated as if it were the Default Interest Rate Reference Balance but by application of the Interest Rate in the place of the Default Interest Rate to the calculation all Interest Period Interest Amounts.

“Intra-Group Agreement” means the agreement between the Borrower and the Propcos from time to time, dated on or about the Closing Date providing, for among other things, the on-loan of the proceeds of the Issuer/Borrower Loan from time to time made between the Borrower, the Parent and the Propcos from time to time.

“Intra-Group Liabilities” means the Liabilities owed by any Propco to the Borrower or by the Borrower to any Propco from time to time (whether pursuant to the Intra-Group Agreement or otherwise).

“Investor Presentation” means any written investor presentation used in connection with marketing of any Notes for purposes of investor meetings.

“Issuer Event of Default” shall have the meaning given to it in Condition 9.1 (*Issuer Events of Default*).

“Issuer Liquidity Reserve Account” means the liquidity reserve account which the Issuer is required to open and maintain with the Issuer Account Bank as at the Closing Date and includes its interest in any replacement account.

“Issuer Liquidity Reserve Top-Up Amount” means, at any time, the amount which is required to be paid into the Issuer Liquidity Reserve Account to ensure that at all times the amount standing to the credit of the Issuer Liquidity Reserve Account is at least equal to 1.5% of the principal amount of the Notes issued on the Closing Date.

“Issuer Liquidity Shortfall” means, in respect of any Interest Payment Date, the amount as determined by the Issuer Cash Manager by which the funds in the Issuer Transaction Account on the relevant Interest Payment Date are or are projected to be less than amounts scheduled to be paid in respect of items (1) to (5) (inclusive) of the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities or items (1) to (5) (inclusive) of the Issuer Post-Enforcement Pre-Acceleration Payment Priorities, as the case may be.

“Issuer Payment Priorities” means the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities, the Issuer Post-Enforcement Pre-Acceleration Payment Priorities and the Issuer Post-Enforcement Post-Acceleration Payment Priorities.

“Issuer Profit Amount” means £1,200 per annum.

“Issuer Secured Creditor Entrenched Rights” means, in respect of an Issuer Secured Creditor, any modification, consent, direction or waiver in respect of an Issuer Transaction Document (other than a Common Document) that would:

- (A) result in an increase in or would adversely modify such Issuer Secured Creditor's obligations or liabilities under such Issuer Transaction Document;
- (B) have the effect of adversely changing the Issuer Payment Priorities or application thereof in respect of such Issuer Secured Creditor, where adversely means, in respect of any change to the Issuer Payment Priorities, a change which has the effect of changing the priority of the Issuer Secured Creditors relative to each other provided that the creation of payments which rank subordinate to an Issuer Secured Creditor shall not be an adverse change in respect of such Issuer Secured Creditor; and
- (C) release any Issuer Security (except where such release is expressly permitted by the Issuer Deed of Charge);
- (D) alter adversely the voting entitlement or rights in relation to Entrenched Rights of such Issuer Secured Creditor under the STID, the Note Trust Deed and/or the Conditions (as applicable);
- (E) amend clause 13.4 (*Issuer Secured Creditor Entrenched Rights*) of the Issuer Deed of Charge; or
- (F) amend this definition.

“Issuer Transaction Account” means the transaction account which the Issuer is required to open and maintain with the Issuer Account Bank as at the Closing Date and includes its interest in any replacement account.

“Issuer Transaction Documents” means the Note Trust Deed, the Issuer Deed of Charge, the Issuer Cash Management Agreement, the Agency Agreement, the Issuer Account Bank Agreement, the Issuer/Borrower Facility Agreement, the Master Definitions Agreement, the STID, the Corporate Services Agreement, the Tax Deed of Covenant, the Servicing Agreement and any other agreement, instrument or deed designated by the Issuer and the Issuer Security Trustee as an Issuer Transaction Document.

“Lease” means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of any freehold or leasehold property or any part of it in respect of any Property, including (to the extent applicable) any Agreement for Lease.

“Lease Document” means each Occupational Lease and any Agreement for Lease in relation to a Property.

“Liabilities” means all present and future liabilities and obligations at any time of any Obligor to any creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (A) any refinancing, novation, deferral or extension;

- (B) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (C) any claim for damages or restitution; and
- (D) any claim as a result of any recovery by any Obligor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Loss” means, without limitation, any liability, claim, damages, charges, awards, fines, regulatory penalties, actions, demands, judgments, cost, loss or expense (including, without limitation, legal fees, costs and expenses and any value added tax thereon).

“Maintenance Cost” means, in respect of any Propco and any applicable Portfolio Unit for any Month, the actual amount of expenditure on that Portfolio Unit in that Month which is invoiced by the Property Manager on behalf of the relevant Propco(s) on performing and exercising the functions which are more particularly described as “Maintenance Costs” in the Property Management Agreement. For the avoidance of doubt, Maintenance Costs exclude:

- (A) any Service Cost;
- (B) any Annual Management Fee (which includes any expenditure of the Property Manager which covers any Management Overheads); and
- (C) any expenditure in connection with the Bakersfield Remedial Works.

“Maintenance Cost Deduction” means, in respect of any applicable Portfolio Unit for any Month, an amount equal to:

- (A) the greater of:
 - (1) the Cumulative Maintenance Cost in respect of that Portfolio Unit for that Month; and
 - (2) the Cumulative Maintenance Cost Target in respect of that Portfolio Unit for that Month; *less*
- (B) the Maintenance Cost Deduction in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Maintenance Cost Target” means, in respect of any applicable Portfolio Unit for any Month, the target amount of Maintenance Costs in respect of the Dwellings comprising such Portfolio Unit and which are let to Tenants or which are to be let to Tenants, calculated at a rate per Dwelling of:

- (A) in relation to any Dwelling other than a Dwelling which is a long leasehold within the Bakersfield Scheme:
 - (1) from (and including) the Closing Date to (and including) 31 March 2021, £2,900; and
 - (2) for each Subsequent Period thereafter, £2,900 multiplied by the Target Rent Change relating to that Subsequent Period; and
- (B) in relation to any Dwelling which is a long leasehold within the Bakersfield Scheme:

- (1) from (and including) the Closing Date to (and including) 31 March 2021, £1,800; and
- (2) for each Subsequent Period thereafter, £1,800 multiplied by the Target Rent Change relating to that Subsequent Period.

“Management Overheads” means, in respect of any Propco and in respect of any applicable Portfolio Unit for any Month, those items of expenditure incurred by the Property Manager on performing and exercising the functions which are more particularly described the functions which are more particularly described as “Management Overheads” in the Property Management Agreement and which are not reimbursable by any Propco (other than by way of the Annual Management Fee). For the avoidance of doubt, Management Overheads exclude:

- (A) any Service Cost;
- (B) any Maintenance Costs; and
- (C) any expenditure in connection with the Bakersfield Remedial Works.

“Market Value” means, in respect of a Property, its market value established by a Valuation.

“Material Adverse Effect” means, in relation to the Obligors or the Issuer, any effect which is:

- (A) materially adverse to the ability of an Obligor or the Issuer respectively to perform or comply with its payment or financial covenant obligations under the Obligor Transaction Documents or the Issuer Deed of Charge respectively; or
- (B) materially adverse to:
 - (1) (subject to the Reservations) the validity, legality or enforceability of any Obligor Transaction Document or Issuer Transaction Document respectively; or
 - (2) (subject to the Reservations) the validity, legality or enforceability of any Security Interest granted under any Obligor Security Documents or the Issuer Deed of Charge respectively or to the priority and ranking of any such Security Interest; or
 - (3) the business or financial condition of the Obligors (taken as a whole) or the Issuer respectively.

“Month” means each calendar month in any year (each such month starting on the first calendar day of that month and ending on the last calendar day of that month).

“Net Senior Debt” means, at any time:

- (A) the aggregate Outstanding Principal Amount of the Senior Debt at that time; *less*
- (B) any Cash and Authorised Investments held by any Obligor at that time (including, for the purposes of such deduction, amounts (if any) held in the Cure Account and the Disposal Proceeds Account at that time).

“NHG Debt” means any Financial Indebtedness incurred by the Obligors to NHG that ranks subordinate to the Senior Debt under the terms of the STID.

“NHG Finance Documents” means:

- (A) each NHG Loan Agreement;

- (B) each NHG Mortgage; and
- (C) any document designated as such by the Obligor Security Trustee and the Borrower in accordance with the terms of the STID.

“NHG Group” means NHG, any Holding Company of NHG and their Subsidiaries from time to time.

“NHG Security” means, pursuant to each NHG Mortgage, the fixed security over each Property of a Propco granted in favour of NHG by that Propco in support of that Propco’s financial obligations under the NHG Finance Documents.

“NHG Transaction Obligor Security Agreement” means the Transaction Obligor Security Document dated on or about the Closing Date between NHG and the Obligor Security Trustee.

“Obligor Acceleration Notice” means a notice given by the Obligor Security Trustee (copied to each Rating Agency) pursuant to the STID by which the Obligor Security Trustee declares that all Obligor Secured Liabilities shall be accelerated.

“Obligor Cash Manager” means Folio London Limited and any successor or replacement.

“Obligor Charged Property” means the property, assets, rights and undertaking of each Obligor that are the subject of the security interests created in or pursuant to the Obligor Security Documents and includes, for the avoidance of doubt, each Obligor’s rights to or interests in any chose in action or incorporeal moveable property and each Obligor’s rights under the Obligor Transaction Documents.

“Obligor Enforcement Notice” means a notice given by the Obligor Security Trustee to the Borrower (copied to the Rating Agency) pursuant to the STID.

“Obligor Holdco” means Folio London Limited, a company incorporated in England and Wales with limited liability (registered number 06091982).

“Obligor Security” means, pursuant to the Obligor Security Documents and with respect to each Obligor, (a) the guarantee given by that Obligor of the obligations of each other Obligor under the Obligor Transaction Documents and (b) the fixed and floating security over all the property, assets and undertakings of that Obligor granted in favour of the Obligor Security Trustee in support of each Obligor’s financial obligations under the Obligor Transaction Documents.

“Obligor Transaction Documents” means the Master Definitions Agreement, the Issuer/Borrower Facility Agreement, the Transaction Obligor Security Documents (which, for the avoidance of doubt, includes the STID), the Borrower Account Bank Agreement, the Duty of Care Deed, each Declaration of Trust, the Intra-Group Agreement, the Property Management Agreement, the Tax Deed of Covenant, the NHG Employment/Pensions Letter and any other document designated as such by the Obligor Security Trustee and the Borrower.

“Occupational Lease” means any occupational lease in respect of which an Obligor is a landlord to which an Obligor’s interest in a Property may be subject from time to time.

“Ordinary Resolution” means:

- (A) a resolution passed at a meeting duly convened and held in accordance with these presents by a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a simple majority of the votes cast on such poll; or
- (B) a resolution in writing signed by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the Notes, which resolution may be

contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders;

“Outstanding Principal Amount” means:

- (A) in respect of the Issuer/Borrower Loan, the principal amount (or the equivalent amount) of any commitment under the Issuer/Borrower Facility if not fully drawn and otherwise, or following an Obligor Event of Default, the drawn amounts outstanding; and
- (B) in respect of any other Obligor Secured Liabilities, the outstanding principal amount thereof on such date in accordance with the relevant Obligor Transaction Document,

on the date on which an Enforcement Instruction Notice or Further Enforcement Instruction Notice or on such other date that the same falls to be determined, as the case may be, all as most recently certified or notified to the Obligor Security Trustee, where applicable, pursuant to the STID or as set out in any Compliance Certificate delivered in accordance with the IBFA.

“Overdue Amount” means any amount which any Obligor has failed to pay to the Issuer on its due date.

“Parent Liabilities” means all Liabilities owed by the Borrower to the Parent under any loan or other financial accommodation made by the Parent in favour of the Borrower.

“Participating Secured Creditors” means those Qualifying Secured Creditors who actually participate in a vote on any STID Proposal or other matter pursuant to the STID.

“Permitted Financial Indebtedness” means Financial Indebtedness:

- (A) incurred by the Borrower under the Issuer/Borrower Facility made available on the Closing Date (including the borrowing by the Borrower of the Issuer/Borrower Loan);
- (B) incurred between the Borrower and a Propco (including pursuant to the Intra-Group Agreement);
- (C) incurred by each Propco pursuant to an NHG Finance Document;
- (D) incurred under the Property Management Agreement;
- (E) incurred (other than by the Borrower) in respect of trade credit in the ordinary course of trading; or
- (F) that arises as a credit to a Tenant, or arrears owed by a Tenant, in the ordinary course of any Obligor's business.

“Permitted Liabilities” means the amount owed to the Property Manager from time to time in accordance with the terms of the Property Management Agreement.

“Portfolio Unit” means, as more particularly specified in any Obligor Transaction Document, one or more of the following:

- (A) a single Dwelling;
- (B) all Dwellings collectively;
- (C) one or more Dwellings collectively (other than all Dwellings collectively) which do not comprise all the Dwellings in a single Property, a single Propco or a single Scheme;

- (D) a single Property (which includes:
- (1) where that Property comprises a single Dwelling, that Dwelling; or
 - (2) where that Property comprises more than one Dwelling, all Dwellings in that Property);
- (E) a single Propco (which includes all Dwellings owned by that Propco); or
- (F) a single Scheme (which includes all Dwellings in that Scheme).

“Potential Issuer Event of Default” means any event which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) be an Issuer Event of Default.

“Potential Obligor Event of Default” means any event which would (with the passage of time, the giving of notice, the making of any determination or any combination of any of the foregoing) be an Obligor Event of Default.

“Prepayment Principles” means the provisions relating to prepayment of the Issuer/Borrower Loan set out in the Issuer/Borrower Facility Agreement.

“Prior Month” means, in relation to a Month (a **“Current Month”**), each completed Month falling prior to that Current Month (and which began after the Closing Date).

“Property Interest” means an interest in a Property.

“Property Management Provision” means, in respect of all Propcos or any Propco for any Month, the relevant portion of the Annual Management Fee due to the Property Manager in respect of that Month in accordance with the Property Management Agreement, but excluding any recovery by the Property Manager of any Maintenance Costs, Service Costs, in any case from any Propco or any amount in relation to the Bakersfield Remedial Works, and, for the avoidance of doubt, no amount will be charged by way of Property Management Provision in respect of any Dwelling which is a long leasehold within the Bakersfield Scheme.

“Property Manager Account” means an account designated by the Property Manager from time to time in accordance with the Property Management Agreement.

“Property Protection Shortfall” means, if the Obligors fail to pay amounts to third parties (including insurers) and there are insufficient funds available in the Borrower Accounts (which are available to cover such payments) to pay amounts to remedy or rectify such breach, the amount identified as such by the Servicer or the Special Servicer (as applicable) in a manner consistent with the relevant provisions of the Servicing Agreement.

“Prospective Finance Costs” means, on each Quarter Date in respect of the Prospective Test Period commencing on (but excluding) such Quarter Date, the aggregate of:

- (A) all interest which, in the reasonable opinion of the Borrower, will be payable on the Issuer/Borrower Loan in that Prospective Test Period; and
- (B) the aggregate of all recurring fees and commissions which, in the reasonable opinion of the Borrower, will be payable by the Borrower in that Prospective Test Period in respect of the borrowing of the Issuer/Borrower Loan.

“Prospective Operating Income” means, in respect of all Propcos (as the applicable Portfolio Unit(s) for this purpose), the Target Rent for all such Propcos for such Prospective Test Period less (without double counting):

- (A) the aggregate of the Void and Credit Loss Target in respect of all such Propcos for each of the three Months comprising that Prospective Test Period;
- (B) the aggregate of the Property Management Provision in respect of all such Propcos for each of the three Months comprising that Prospective Test Period;
- (C) the aggregate of the Maintenance Cost Target in respect of all such Propcos for each of the three Months comprising that Prospective Test Period; and
- (D) if applicable, the aggregate of the Service Cost Target in respect of all such Propcos for each of the three Months comprising that Prospective Test Period.

“Prospective Test Period” means, in respect of a Quarter Date, the 3 month period commencing on (but excluding) such Quarter Date.

“Qualifying Debt” means the Outstanding Principal Amount under the IBFA.

“Qualifying Secured Creditors” means one or more Obligor Secured Creditors.

“Quarter” means each period of three consecutive months beginning on one of 1 January, 1 April, 1 July and 1 October in each year.

“Quarter Date” means 31 March, 30 June, 30 September and 31 December in each year following the Closing Date.

“Quasi-Security” means any arrangement which effectuates:

- (A) a sale, transfer or other disposal of any assets of any Obligor on terms whereby they are or may be leased to or re-acquired by any member of the Obligor Group;
- (B) a sale, transfer or other disposal of any receivables of any Obligor on recourse terms;
- (C) an entry into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (D) an entry into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset or service.

“Reference Portfolio” means all of the Dwellings (as the applicable Portfolio Unit for this purpose) which are collectively the subject of the Obligor Deed of Charge either:

- (A) at the Closing Date; or
- (B) in relation to any Subsequent Period, on the last day of the month of March immediately preceding that Subsequent Period,

as the case may be.

“Relevant Amount” means, in respect of the disposal of a Property (or the shares in an Obligor who owns a Property or Properties), the aggregate of:

- (A) 100 per cent. of the Allocated Loan Amount for the relevant Property;
- (B) any Relevant Disposal Tax Amount in connection with that disposal; and

- (C) where such disposal results in cash proceeds which may be required to be applied in prepayment of the Issuer/Borrower Loan in accordance with the terms of the Issuer/Borrower Facility Agreement, such amount as would enable the Issuer to meet its payment obligations in respect of any Repayment Costs (if any) payable on the Notes (as if such Repayment Costs were calculated on the date of the disposal of the relevant Property (or the shares in the relevant Obligor which owns a Property or Properties)).

“Relevant Disposal Tax Amount” means, in respect of the disposal of a Property (or the shares in an Obligor who owns a Property or Properties), any amount of Tax which is certified by the Obligor Cash Manager in the applicable disposal certificate provided in connection with that disposal to be payable (or which may become payable) to a Tax Authority by, or on behalf of, the relevant Obligor as a result of that disposal (such amount to include, without limitation, any charge to corporation tax which may arise as a result of any capital gain made in connection with that disposal).

“Rent Collection Account Holder” means, from time to time, any of the Property Manager, NHG, PLMR (in each case for such time as it receives Rental Income in respect of any Portfolio Unit) and any other member of the NHG Group who receives Rental Income and any other amounts received in respect of any Portfolio Unit.

“Rent Collection Account Trustee” means, in respect of a Rent Collection Account and a Declaration of Trust, the Rent Collection Account Holder who holds that Rent Collection Account.

“Rental Income” means (without double-counting) all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Portfolio Unit, including, without limitation:

- (A) rents, licence fees and equivalent sums reserved or made payable, whether under a Lease Document or otherwise;
- (B) sums received from any deposit (together with any interest thereon) held as security for performance of any tenant's obligations to the extent such sums are applied to satisfy non-payment obligations of a tenant under its Occupational Lease;
- (C) any other moneys payable in respect of use and/or occupation;
- (D) proceeds of insurance in respect of loss of rent or interest on rent;
- (E) receipts from or the value of consideration given for the grant, surrender, renunciation or variation of any Occupational Lease;
- (F) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, that Portfolio Unit;
- (G) proceeds paid for a breach of covenant or undertaking under any Occupational Lease in relation to that Portfolio Unit and for expenses incurred in relation to any such breach;
- (H) any contribution to a sinking fund paid by a Tenant;
- (I) any contribution by a Tenant to ground rent due under any Occupational Lease out of which an Obligor derives its interest in that Portfolio Unit;
- (J) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

- (K) interest, damages or compensation in respect of any of the items contained within this definition;
- (L) any other ancillary income arising from the ownership and operation of that Portfolio Unit;
- (M) any amount which represents VAT chargeable in respect of any sums specified in paragraphs (A) to (L) inclusive above; and
- (N) VAT Recoveries.

“Repayment Costs” means:

- (A) any amounts of interest required to be paid by the Issuer under the Notes that the Issuer has not received or will not receive on the Issuer/Borrower Loan in accordance with the terms of the Issuer/Borrower Facility Agreement as a result of a prepayment of the Issuer/Borrower Loan on any date prior to the Interest Payment Date on which the Notes are redeemed (that is not otherwise provided for under the Issuer/Borrower Loan); and
- (B) any additional amounts required by the Issuer to enable it to pay any Early Repayment Amount under Condition 6.3 (*Redemption - Redemption upon repayment or prepayment of the Issuer/Borrower Loan*).

“Report” means the following due diligence reports, each addressed to, or otherwise capable of being relied upon by, any of the Obligor Secured Creditors:

- (A) each Certificate of Title; and
- (B) each Valuation.

“Report Provider” means each provider of a Report.

“Reservations” means:

- (A) the principle that equitable remedies and awards of enforcement costs are remedies which may be granted or refused at the discretion of the court;
- (B) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors;
- (C) the principle that certain types of security expressed to take effect as fixed security may, as a result of the ability of the Issuer or any Obligor (as applicable) to deal with the assets subject to that security on terms permitted under the Obligor Transaction Documents or Issuer Transaction Documents (as applicable), take effect as floating security;
- (D) the principle that, if security is purported to be created (or an assignment or assignation is purported to be made) by an Obligor in breach of any prohibition imposed on that Obligor creating security over (or assigning) that asset, this may affect the validity of the security purported to be created;
- (E) rules against perpetuities and similar principles; and
- (F) other reservations of law in the transaction legal opinions.

“Restricted Loan” means a loan made available by an Obligor to any shareholder, partner or other member of the NHG Group out of funds standing the credit of the General Account.

“Restricted Payment” means the declaration or payment of any gift aid, dividends or interest on unpaid dividends or distributions, fees or expenses in the nature of or intended to act as a distribution to any of the NHG Group or, to the extent different, Obligor's shareholders or partners or any payments in respect of any NHG Debt or the making of any Restricted Loan.

“RICS Code” means the most recent editions of the Royal Institution of Chartered Surveyors Members' Accounts Regulations and the Accountants Report Regulations, and the Codes or Professional Statements of Professional Management and Service Charge Management relating to commercial or residential property, as are applicable to the duties of the Property Manager under the terms of the Property Management Agreement.

“Scheme” means each of City Park West, Porter's Edge, St James Place, Sterling Place, New Hendon Village, New Garden Quarter, Bakersfield, Coleridge Square, Royal Albert Wharf, Amber & Coral Court, Rathbone Market, Royal Wharf, Claremont Grove, Tankerville Court, Tandem Apartments, Croft Way, and **“Schemes”** means more than one of them.

“Security Interest” means any mortgage, pledge, lien, charge (fixed and/or floating), security assignment, retention of title, hypothecation, security interest or any other agreement or arrangement (such as sale or lease and leaseback, a blocked account, set-off or similar “flawed asset” arrangement), in each case where it has a commercial effect analogous to the conferring of security.

“Senior Debt” means any Financial Indebtedness of the Obligors which is owed to one or more Obligor Secured Creditors (excluding any Obligor Secured Creditor who is an Affiliate of any Obligor), including under the Issuer/Borrower Facility.

“Service Charge” means any amount paid or payable to an Obligor by any tenant or any other occupier of a Property, by way of contribution to:

- (A) ground rent;
- (B) insurance premia;
- (C) the cost of an insurance valuation;
- (D) a service or other charge in respect of an Obligor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
- (E) a reserve or sinking fund.

“Service Cost” means, in respect of any Propco and any applicable Portfolio Unit (in, or which comprises, any Service Cost Property or Service Cost Properties) for any Month, the actual amount of expenditure on such Service Cost Property or Service Cost Properties in that Month which is invoiced by the Property Manager on behalf of such Propco(s) on the provision of services relating to the Dwellings in that Service Cost Property let to Tenants or which are to be let to Tenants. For the avoidance of doubt, Service Costs exclude:

- (A) any Maintenance Cost;
- (B) any Annual Management Fee (which includes any expenditure of the Property Manager which covers any Management Overheads); and
- (C) any expenditure in respect of the Bakersfield Remedial Works.

“Service Cost Deduction” means, in respect of any applicable Portfolio Unit for any Month, an amount equal to:

- (A) the greater of:
- (1) the Cumulative Service Cost in respect of that Portfolio Unit for that Month;
 - (2) the Cumulative Service Cost Target in respect of that Portfolio Unit for that Month; less
- (B) the Service Cost Deduction in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Service Cost Property” means, from time to time, each Property identified as one in respect of which the relevant Obligor who owns that Property will incur:

- (A) additional costs in respect of that Property not included as Maintenance Costs; and/or
- (B) costs in relation to the provision of services which contribute to the amenity of Tenants,

and, for the avoidance of doubt, there are no such Properties identified as at the Closing Date.

“Service Cost Target” means, in respect of any applicable Portfolio Unit (in, or which comprises, any Service Cost Property or Service Cost Properties) for any Month, the target amount of expenditure on such Service Cost Property or Service Cost Properties in that Month to be incurred by the relevant Propco(s) (or by the Property Manager on behalf of such Propco(s)) on the provision of services relating to the Dwellings in that Service Cost Property let to Tenants or which are to be let to Tenants, as notified in writing by the Property Manager to the relevant Obligor.

“Subsequent Period” means, excluding the calendar year in which the Closing Date occurs, each subsequent twelve month period falling from (and including) 1 April in any calendar year (the **“first year”**) and ending on (and including) 31 March in the calendar year immediately following that first year.

“Subsidiary” means, as the context requires, a subsidiary within the meaning of section 271 of the Housing and Regeneration Act 2008 or section 1159 of the Companies Act and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act, in each case which, for this purpose, shall be treated as including any person the shares or ownership interests in which are subject to any Security Interest and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security Interest.

“Target Rent” means, in respect of any applicable Portfolio Unit for any Month, the amount of rent and Service Charge that would be received in that Month by the relevant Propco(s) in respect of that Portfolio Unit if there were no vacancies in any Dwelling comprising that Portfolio Unit during that Month and all rent and Service Charge in respect of such Dwellings and that Month was paid in full (at its contracted rate) on its due date (on the assumption, in respect of any Dwelling vacant when its Target Rent is (or is to be) determined, that its applicable rent and Service Charge per Month is the same as its rent and Service Charge per Month when it was last occupied).

“Target Rent Change” means, in relation to any Subsequent Period, the product of dividing:

- (A) the Target Rent in respect of the Reference Portfolio on the last day of the month of March immediately preceding that Subsequent Period

by

- (B) the Target Rent in respect of the Reference Portfolio in the month in which the Closing Date falls.

“Tax” means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of a Tax Authority, and Taxes, taxation, taxable and comparable expressions shall be construed accordingly.

“Tax Authority” means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function (including (without limitation) the HMRC and any successors thereto).

“Tenant” means each person or persons who are party to an Occupational Lease in relation to one or more Dwellings from time to time.

“Tenant Data Tape” means each data tape delivered (or to be delivered) by the Borrower to the Obligor Security Trustee and the Loan Facility Agent on each Monthly Calculation Date showing:

- (A) the current passing monthly rent due from the respective Tenant;
- (B) the amount by which the respective Tenant was in arrears or in credit (including nil amounts) at the end of the Relevant Month; and
- (C) amounts due to or from former Tenants of that Dwelling at the end of the Relevant Month,

in each case as at the last day of the Month immediately preceding that Monthly Calculation Date or Quarterly Calculation Date, each such data tape anonymised for the purposes of the NHG Group’s compliance with all applicable data protection laws.

“Test Period” means, in respect of a Quarter Date, the period ending on that Quarter Date and commencing “N” months before, where “N” is the lesser of:

- (A) the number of complete Months each of which commenced after the date of issue; and
- (B) 12.

“Third Party Amounts” means any amounts due and payable to any third party creditors of the Issuer, or to become due and payable to any third party creditors of the Issuer, of which the Issuer Cash Manager has notice prior to the relevant Calculation Date, which amounts have been incurred without breach by the Issuer of the Issuer Transaction Documents.

“Transaction Documents” means the Issuer Transaction Documents and the Obligor Transaction Documents.

“Transaction Obligor” means each Obligor and each of NHG, the Obligor Holdco, PLMR and any other party to a Transaction Obligor Security Document from time to time other than any Administrative Party.

“Valuation” means a Full Valuation or a Desktop Valuation (as applicable), together, the **“Valuations”**.

“Valuer” means Jones Lang LaSalle Limited or any other chartered surveyor appointed by the Obligors and approved by the Obligor Security Trustee to value the Properties.

“VAT” means:

- (A) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

- (B) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (A) above or imposed elsewhere.

“VAT Group” means a group for VAT purposes under:

- (A) any applicable law implementing article 11 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value-added tax; or
- (B) any other applicable law pursuant to which any member of the group is responsible for account for, or paying, VAT on behalf of such group, or any or all of the members thereof, whether imposed in the United Kingdom or elsewhere.

“VAT Recoveries” means any credit, repayment or other sum (including, any sums which represent interest, repayment supplements or compensation) received from HM Revenue and Customs by or on behalf of the Obligors in respect of VAT incurred or deemed to be incurred by the Obligors in connection with the Properties.

“Void and Credit Loss” means, in respect of any applicable Portfolio Unit for any Month:

- (A) the Target Rent in respect of that Portfolio Unit for that Month; less
- (B) the Collected Rent in respect of that Portfolio Unit for that Month.

“Void and Credit Loss Deduction” means, in respect of any applicable Portfolio Unit for any Month, an amount equal to:

- (A) the greater of:
 - (1) the Cumulative Void and Credit Loss in respect of that Portfolio Unit for that Month; and
 - (2) the Cumulative Void and Credit Loss Target in respect of that Portfolio Unit for that Month; less
- (B) the Void and Credit Loss Deduction in respect of that Portfolio Unit for each Prior Month immediately preceding that Month.

“Void and Credit Loss Particulars” means, in respect of any applicable Portfolio Unit for any Month:

- (A) the Cumulative Void and Credit Loss in respect of that Portfolio Unit for that Month;
- (B) the Cumulative Void and Credit Loss Target in respect of that Portfolio Unit for that Month;
- (C) the Void and Credit Loss in respect of that Portfolio Unit for that Month;
- (D) the Void and Credit Loss Deduction in respect of that Portfolio Unit for that Month; and
- (E) the Void and Credit Loss Target in respect of that Portfolio Unit for that Month.

“Void and Credit Loss Target” means, in respect of any applicable Portfolio Unit for any Month, an amount equal to the target Void and Credit Loss in respect of that Portfolio Unit for that Month, being 3% of Target Rent in respect of that Portfolio Unit for that Month.

“Week” means each period of 7 calendar days commencing on (and including) each Monday and ending on (and including) each Sunday.

“Week-End Date” means the last day of each calendar week.

“Weekly Sweep Date” means each date falling 5 Business Days after a Week-End Date

SECURITY TRUST AND INTERCREDITOR DEED

General

The intercreditor arrangements (the **“Intercreditor Arrangements”**) are contained in the STID and, in relation to the Issuer, also in the Issuer Deed of Charge. The relevant Intercreditor Arrangements bind each of the Obligor Secured Creditors (including the Issuer as an Obligor Secured Creditor), the Issuer Secured Creditors (together, the **“Secured Creditors”**), NHG as subordinated secured creditor (the **“NHG Secured Creditor”**) and each of the Obligors.

The Obligor Secured Creditors will include the Issuer as provider of the Issuer/Borrower Facility. The Issuer Secured Creditors will enter into or accede to the Issuer Deed of Charge. Any successor to an Obligor Secured Creditor will be required to accede to the STID and the MDA. The STID also contains provisions restricting the rights of the NHG Secured Creditor.

The purpose of the Intercreditor Arrangements is to regulate, among other things: (a) the claims of the Obligor Secured Creditors; (b) the exercise, acceleration and enforcement of rights by the Obligor Secured Creditors; (c) the rights of the Obligor Secured Creditors and the Issuer Secured Creditors through their representative for the purposes of the STID and the MDA (the **“Secured Creditor Representatives”**) to instruct the Obligor Security Trustee; (d) the Entrenched Rights of the Obligor Secured Creditors and the Issuer Secured Creditors; and (e) the giving of consents and waivers under and the making of modifications to the IBFA, the MDA, the STID and any other agreement, instrument or deed designated by the Obligor Security Trustee and at least one Obligor as a Common Document (together, the **“Common Documents”**). In addition, the purpose of the Intercreditor Arrangements is, amongst other things (a) to rank the claims of NHG (in its capacity as NHG Secured Creditor) behind the claims of the Obligor Secured Creditors (b) to regulate the exercise of any rights of acceleration and enforcement by NHG and (c) to provide for the release of NHG as a secured creditor in certain distress scenarios.

In relation to any enforcement by the Obligor Security Trustee of the Transaction Obligor Security granted by NHG, there is a risk that the ability of the Obligor Security Trustee could be frustrated to some extent by the application of the special Housing Administration regime applicable to NHG. The Parent has therefore been inserted into the structure so that, absent any clear enforcement right against NHG in a distress scenario in respect of the Transaction Obligor Security granted by NHG, the claims of NHG against the Propcos may instead be pushed down to the Group (leaving NHG with an unsecured claim against the Parent but not against the Propcos or the Borrower) or alternatively the obligations of the Propcos to NHG may be pushed up to the Parent (together with a release of the NHG Security) again leaving NHG with an unsecured claim against the Parent and not against the Propcos or the Borrower. This will significantly mitigate the risk associated with the Housing Administration regime.

Modifications, consents and waivers

Subject to Entrenched Rights (which will always require the consent of each Obligor Secured Creditor (an **“Affected Obligor Secured Creditor”**) (and, where the Issuer is an Affected Obligor Secured Creditor, each affected Issuer Secured Creditor (an **“Affected Issuer Secured Creditor”**) (together the **“Affected Secured Creditors”**) whose Entrenched Rights are affected by a proposal or request made by an Obligor in accordance with the STID), the Borrower shall be entitled to request the Obligor Security Trustee (1) to concur in making any modification in respect of any Debt Document and/or (2) to seek instructions from the Obligor Secured Creditors and/or the Issuer

Secured Creditors who are affected in respect of LFA Matters where the Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) and/or the Loan Facility Agent have notified the Borrower that they are not, in their sole opinion, able to, or entitled to, give such consent, waiver, instruction, or opinion, or if the Borrower is not satisfied with such opinion, instruction, or lack of consent or waiver in respect of any Debt Document (provided that any matter falling under limb (2) above shall not constitute a Discretion Matter and will only constitute an Ordinary Voting Matter or an Extraordinary Voting Matter, as applicable) or other documents to which the Obligor Security Trustee is a party or over which the Obligor Security Trustee has the benefit of the Obligor Security (a "**STID Proposal**"). Other than in respect of Discretion Matters, the Obligor Security Trustee will only agree to making any modification to, giving any consent under or granting any waiver in respect of any Debt Documents or other document to which the Obligor Security Trustee is a party or over which the Obligor Security Trustee has the benefit of the Obligor Security with the consent of, or if so instructed by, the relevant majority of Qualifying Secured Creditors by reference to the Outstanding Principal Amount of the Qualifying Debt of the Participating Secured Creditors voting in accordance with the STID (the "**Voted Qualifying Debt**"), provided that the required quorum in respect of voting matters, being one or more Participating Secured Creditors representing, in aggregate, at least the specified percentage (where applicable) of the Outstanding Principal Amount of all Qualifying Debt as set out in the STID (the "**Quorum Requirement**") has been met.

No STID Proposal will be required for the Borrower to be entitled to request the Obligor Security Trustee to concur, and for the Obligor Security Trustee to agree to concur, in making any modification in respect of: (1) a Discretion Matter under or in respect of any Debt Document which is not a Common Document; or (2) certain other general discretion matters referred to in the STID (as referred to under "*Discretion Matters*" below).

For these purposes, "**Debt Document**" means each of the STID, the other Obligor Transaction Documents, the NHG Finance Documents, any agreement evidencing the terms of the Parent Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Borrower.

Subject to Entrenched Rights, the Obligor Security Trustee will, without the sanction of any Obligor Secured Creditor (and without this being the subject of a STID Proposal), concur with any Obligor to make any modification to any Debt Document that is requested by an Obligor to comply with any (a) criteria of the Rating Agencies which may be published after the Closing Date which modification the relevant Obligor certifies to the Obligor Security Trustee is required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes or (b) requirements which apply to it under Regulation (EU) 648/2012 ("**EMIR**"), subject to the receipt by the Obligor Security Trustee of certain certifications from the relevant Obligor and to the Obligor Security Trustee being of the opinion that any such changes would not have certain effects in relation to itself, provided that the relevant parties to such Obligor Transaction Documents or other documents shall have agreed in writing to such modification (except in the case of a Common Document). The Obligor Security Trustee will be entitled to rely on an Obligor's designation of any modification as falling within (a) or (b) above and the Obligor Secured Creditors will have no right to disagree with such designation.

Quorum requirements and voting majority

Pursuant to the terms of the STID, the Decision Period in respect of an Ordinary Voting Matter or an Extraordinary Voting Matter (as applicable) is not less than 15 Business Days from the date of the STID Voting Request and the Quorum Requirement in respect of an Ordinary Voting Matter or an Extraordinary Voting Matter (as applicable) is one or more Participating Secured Creditors representing in aggregate at least 20 per cent. of the entire Outstanding Principal Amount of all Qualifying Debt.

If the initial Quorum Requirement for an Ordinary Voting Matter or an Extraordinary Voting Matter (as applicable) is not met by the Business Day immediately preceding the last day of the Decision

Period, the Decision Period will be extended by a further 10 Business Days and the Quorum Requirement will reduce to one or more Participating Secured Creditors representing in aggregate at least 10 per cent. of the entire Outstanding Principal Amount of all Qualifying Debt.

A resolution will be passed:

- (A) for an Ordinary Voting Matter, by simple majority of the Voted Qualifying Debt; and
- (B) for an Extraordinary Voting Matter, by more than $66\frac{2}{3}$ per cent. of the Participating Secured Creditors by reference to the Outstanding Principal Amount of the Voted Qualifying Debt of such Participating Secured Creditors.

In relation to enforcement, the Decision Period is 20 Business Days from the date of the delivery of Enforcement Instruction Notice or the Further Enforcement Instruction Notice (each as defined below) (as applicable) and the Quorum Requirement shall be one or more Qualifying Secured Creditors representing, in aggregate at least the Relevant Percentage of the entire Outstanding Principal Amount of all Qualifying Debt, where Relevant Percentage for this purpose means

- (A) 50% in respect of any Enforcement Instruction Notice or Further Enforcement Instruction Notice delivered up to and including the date falling 12 months after the occurrence of the relevant Obligor Event of Default; and
- (B) 33.33% in respect of any Enforcement Instruction Notice or Further Enforcement Instruction Notice delivered at any time following the date falling 12 months after the occurrence of the relevant Obligor Event of Default.

The majority required to pass a resolution to enforce will be the Participating Secured Creditors on a pound for pound basis representing at least the Relevant Percentage of the aggregate Outstanding Principal Amount of all Voted Qualifying Debt, where “**Relevant Percentage**” for this purpose means:

- (A) 66.67 per cent in respect of any Enforcement Instruction Notice or Further Enforcement Instruction Notice delivered up to and including the date falling 12 months after the occurrence of the relevant Obligor Event of Default; and
- (B) 50 per cent. in respect of any Enforcement Instruction Notice or Further Enforcement Instruction Notice delivered at any time following the date falling 12 months after the occurrence of the relevant Obligor Event of Default.

The Borrower is entitled to provide the Obligor Security Trustee with written notice requesting any STID Proposal. The notice will certify whether such STID Proposal is a Discretion Matter (if in relation to a Common Document), an Ordinary Voting Matter or an Extraordinary Voting Matter or whether it gives rise to an Entrenched Right and stating the relevant period of time within which the approval of the Obligor Security Trustee is sought (the “**Decision Period**”). If the STID Proposal is in relation to a Discretion Matter (relating to a Common Document), the Borrower must also provide further information evidencing this status. If the STID Proposal is in relation to an Entrenched Right, the Borrower must include information as to the Affected Secured Creditors. No STID Proposal will be required for a modification, consent or waiver (that is a Discretion Matter) relating to an Obligor Transaction Document which is not a Common Document or a document over which the Obligor Security Trustee has the benefit of the Obligor Security.

The Obligor Security Trustee will, within five Business Days of receipt of a STID Proposal, send a request (a “**STID Voting Request**”) in respect of any Ordinary Voting Matter, Extraordinary Voting Matter or Entrenched Right to each Obligor Secured Creditor and Issuer Secured Creditor (in each case, through its Secured Creditor Representative, which (in respect of the Issuer) shall be the Note Trustee on behalf of the Noteholders and the Issuer Security Trustee in respect of each other Issuer Secured Creditor. If the STID Proposal gives rise to an Entrenched Right, the STID Voting

Request will contain a request that each relevant Affected Obligor Secured Creditor (including, where the Issuer is an Affected Obligor Secured Creditor, each Affected Issuer Secured Creditor) (through its Secured Creditor Representative) confirm whether or not it wishes to consent to the relevant STID Proposal that would give rise to the Entrenched Right. If the STID Proposal does not give rise to an Entrenched Right, the STID Voting Request will contain a request that each Qualifying Secured Creditor submit a vote in writing in respect of the STID Proposal and a certificate that it is entitled to vote on the relevant STID Proposal and state the Outstanding Principal Amount of its Qualifying Debt.

Type of voting categories

Ordinary Voting Matters

Ordinary voting matters (the “**Ordinary Voting Matters**”) include all matters which are not designated as Extraordinary Voting Matters or Discretion Matters (see “*Extraordinary Voting Matters*” and “*Discretion Matters*” below).

Extraordinary Voting Matters

Extraordinary matters (the “**Extraordinary Voting Matters**”) are matters which, in the opinion of the Obligor Security Trustee:

- (A) would change (i) any provision (including any definition) which would materially affect the voting mechanics in relation to the Extraordinary Voting Matters, or (ii) any of the matters constituting Extraordinary Voting Matters;
- (B) would materially change or would relate to the waiver of any Obligor Event of Default;
- (C) would materially change or would relate to the waiver of the Financial Indebtedness Covenant;
- (D) would materially change or would relate to the waiver of the restrictions on the Obligors on making disposals as set out in the IBFA;
- (E) would materially change or would relate to the waiver of the Prepayment Principles; or
- (F) would materially change or would relate to waiver of the Acquisition Conditions.

Any matter falling under limb (2) in the first paragraph under “*Security Trust and Intercreditor Deed - Modifications, consents and waivers*” above shall not constitute a Discretion Matter and will only constitute an Ordinary Voting Matter or an Extraordinary Voting Matter, as applicable.

Entrenched Rights

Entrenched rights (the “**Entrenched Rights**”) are rights that cannot be modified or waived in accordance with the STID without the consent of the Affected Obligor Secured Creditor(s). When the Affected Obligor Secured Creditor is the Issuer, such consent must be obtained from each Affected Issuer Secured Creditor.

Discretion Matters

The Obligor Security Trustee may (but is not obliged to), as requested by the Borrower:

- (A) by way of a STID Proposal designated by the Borrower as being in respect of a Discretion Matter (as defined below) in respect of a Common Document; or

- (B) by way of written request designated by the Borrower to be in respect of a Discretion Matter in respect of any Debt Document (other than a Common Document), such request to be presented substantially in the form of a STID Proposal (but, for the avoidance of doubt, not constituting a STID Proposal and therefore, with no requirement for a copy of such request to be distributed to the Secured Creditor Representatives or the Issuer Security Trustee) (and, for the avoidance of doubt, the Obligor Security Trustee will be entitled to rely on any such designation by the Borrower and the Obligor Secured Creditors will have no right to disagree with such designation),

in its sole discretion at the end of the Decision Period (being not less than 10 Business Days from the date of the STID Proposal concur with the Borrower and/or any other relevant party in making any modification to any Common Document or Debt Document (provided that each party to that other Obligor Transaction Document or other document has consented in writing to such modification) if:

- (A) in its opinion, it is required to correct a manifest error, or an error in respect of which an English court could reasonably be expected to make a rectification order, or it is of a formal, minor, administrative or technical nature; or
- (B) such modification is not, in the opinion of the Obligor Security Trustee, materially prejudicial to the interests of any of the Obligor Secured Creditors (where “**materially prejudicial**” means that such modification would have a material adverse effect on the ability of the Obligors to pay any amounts in respect of the Obligor Secured Liabilities owed to the relevant Obligor Secured Creditors on the relevant due date for payment thereof).

A matter will be considered to be a “**Discretion Matter**” if the Obligor Security Trustee exercises its discretion to approve any request made in a STID Proposal or otherwise in accordance with the terms of the STID without any requirement to seek the approval of any Obligor Secured Creditor or any of their Secured Creditor Representatives, provided that any matter falling under limb (2) in the first paragraph under “*Security Trust and Intercreditor Deed - Modifications, consents and waivers*” above shall not constitute a Discretion Matter and will only constitute an Ordinary Voting Matter or an Extraordinary Voting Matter, as applicable.

The Obligors and the Obligor Security Trustee must not make or concur in making any modification to any Debt Document if such modification:

- (A) is an Ordinary Voting Matter, unless and until the provisions in the STID relating to Ordinary Voting Matters have been complied with;
- (B) is an Extraordinary Voting Matter, unless and until the provisions in the STID relating to Extraordinary Voting Matters have been complied with;
- (C) is an Entrenched Right, unless and until the consent of each Affected Obligor Secured Creditor (and, if the Issuer is an Affected Obligor Secured Creditor, each Affected Issuer Secured Creditor) has been obtained or deemed to be obtained in accordance with the provisions in the STID; or
- (D) is subject to an ongoing disagreement with regard to the determination of the voting category or the application of Entrenched Rights.

Voting

The Note Trustee will, in respect of an Ordinary Voting Matter and an Extraordinary Voting Matter (each, a “**Voting Matter**”) which is voted on by Noteholders vote on behalf of the Issuer (a) in an amount equal to the aggregate of the Outstanding Principal Amount under the Issuer/Borrower Loan corresponding to the Notes then owed to Noteholders that voted for a proposed resolution within the Decision Period and (b) in an amount equal to the aggregate Outstanding Principal

Amount under the Issuer/Borrower Loan corresponding to the Notes then owed to Noteholders that voted against a proposed resolution within the Decision Period.

Determination of voting category

The determination of the voting category made by the Borrower in a STID Proposal shall be binding on the Obligor Secured Creditors and, in the case of the Issuer, the Issuer Secured Creditors unless the Obligor Security Trustee, on the instruction of Qualifying Secured Creditors (acting through their respective Secured Creditor Representatives, if any) representing at least 20 per cent. of the aggregate Outstanding Principal Amount of Qualifying Debt (the “**Determination Dissenting Creditors**”) and subject to the Determination Dissenting Creditors (acting as aforesaid) providing supporting evidence or substantiation for their disagreement with the determination of voting category, informs the Borrower in writing within ten Business Days of receipt of the relevant STID Proposal that the Determination Dissenting Creditors disagree with the determination of voting category made in the relevant STID Proposal (the “**Determination Dissenting Notice**”). The Determination Dissenting Notice should also specify the voting category of the relevant STID Proposal which Determination Dissenting Creditors propose should apply for the relevant STID Proposal and contain the supporting evidence or substantiation of the matters set out in the Determination Dissenting Notice required to be provided by the Determination Dissenting Creditors.

The determination made by the Borrower of whether a STID Proposal gives rise to an Entrenched Right affecting an Obligor Secured Creditor and/or, where the Issuer is an Affected Obligor Secured Creditor, any Issuer Secured Creditor, shall be binding on the Obligor Secured Creditors and, where the Issuer is an Affected Obligor Secured Creditor, the Issuer Secured Creditors unless the Obligor Security Trustee, on the instruction of an Obligor Secured Creditor (acting through its Secured Creditor Representative (if any) (for the avoidance of doubt, in the case of the Issuer, being the Note Trustee (acting on behalf of the Noteholders)) or an Issuer Secured Creditor (acting through the Issuer Security Trustee as its Secured Creditor Representative) (each, an “**Entrenched Right Dissenting Creditor**”) and subject to the Entrenched Right Dissenting Creditors (acting as aforesaid) providing supporting evidence or substantiation for their disagreement with the determination of such Entrenched Right in the Entrenched Right Dissenting Notice, informs the Borrower in writing within ten Business Days of receipt of the relevant STID Proposal that an Entrenched Right Dissenting Creditor disagrees with the determination of whether such STID Proposal gives rise to an Entrenched Right affecting such Obligor Secured Creditor and/or, where the Issuer is an Affected Obligor Secured Creditor, such Issuer Secured Creditor (the “**Entrenched Right Dissenting Notice**”). The Entrenched Right Dissenting Notice should also specify the Obligor Secured Creditor and/or, if the Issuer is an Affected Obligor Secured Creditor, the Issuer Secured Creditor, affected by the Entrenched Right and contain the supporting evidence or substantiation of the matters set out in the Entrenched Right Dissenting Notice required to be provided by the Entrenched Right Dissenting Creditors.

The Determination Dissenting Creditors or the Entrenched Right Dissenting Creditors (together the “**Dissenting Creditors**”), as the case may be, and the Borrower shall agree the voting category or whether the STID Proposal gives rise to an Entrenched Right affecting an Obligor Secured Creditor and/or, if the Issuer is an Affected Obligor Secured Creditor, an Issuer Secured Creditor within five Business Days from receipt by the Borrower of the Determination Dissenting Notice or the Entrenched Right Dissenting Notice, as applicable. If the Determination Dissenting Creditors or the Entrenched Right Dissenting Creditors and the Borrower are not able to agree on the voting category of the relevant STID Proposal or whether such STID Proposal gives rise to an Entrenched Right affecting the relevant Obligor Secured Creditor(s) and/or, as applicable, Issuer Secured Creditor within five Business Days of the receipt by the Borrower of the Determination Dissenting Notice or the Entrenched Right Dissenting Notice, as applicable, they must instruct an expert(s) (at the cost of the Borrower) agreed upon by the Determination Dissenting Creditors or the Entrenched Right Dissenting Creditors, as the case may be, and the Borrower or, if no agreement can be reached, then an expert chosen by the President for the time being of the Law Society of England and Wales (the “**Appropriate Expert**”). The Appropriate Expert (acting jointly, if comprising more than one individual) having regard to all the circumstances and facts that he/she considers relevant

must determine the relevant voting category in respect of the relevant STID Proposal or whether such STID Proposal gives rise to an Entrenched Right affecting the relevant Obligor Secured Creditor(s) and/or, as applicable, Issuer Secured Creditor. The decision of the Appropriate Expert will be final and binding on each of the parties.

Loan Facility Agent Matters

The Borrower shall be entitled to request the Loan Facility Agent to give a consent, grant a waiver, or express an opinion in respect of any Debt Document (any such request, an "**LFA Matter**"). The request shall be presented substantially in the form of a STID Proposal (but, for the avoidance of doubt, not constituting a STID Proposal and, therefore, with no requirement for a copy of such request to be distributed to the Secured Creditor Representatives of the Obligor Secured Creditors or the Issuer Security Trustee as the Secured Creditor Representative of the Issuer Secured Creditors).

The Loan Facility Agent shall consult or seek instructions from (as appropriate) the Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) in relation to such LFA Matter in accordance with the terms of the Servicing Agreement. If the Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) and Loan Facility Agent are not, in their sole opinion, able to, or entitled to, give such consent, waiver, instruction, or opinion, or if the Borrower is not satisfied with such opinion, instruction, or lack of consent or waiver, then the Borrower will be entitled to request the Obligor Security Trustee to present such matter to the Obligor Secured Creditors and/or Issuer Secured Creditors who are affected by such matter.

Appointment of an Administrative Receiver

If there is an Obligor Event of Default under the Issuer/Borrower Facility Agreement relating to either (i) an application for the appointment of an administrator in respect of an Obligor or (ii) the giving of notice of intention of appointment of an administrator in respect of an Obligor, the Obligor Security Trustee shall, subject to having actual notice of the event in (i) or (ii) above, as the case may be, and to being able to do so, appoint an Administrative Receiver to such Obligor in accordance with the terms of the Obligor Deed of Charge, such appointment to take effect upon the final day by which the appointment must be made in order to prevent an administration from proceeding or (where an Obligor or the directors of an Obligor have initiated the administration) not later than that final day.

Acceleration following receipt of enforcement proceeds

Prior to delivery of an Obligor Acceleration Notice, any Obligor Enforcement Notice issued by the Obligor Security Trustee shall provide that each Obligor Secured Creditor may accelerate or terminate (as applicable) a portion of its respective claims to the extent necessary to apply proceeds of enforcement of the Transaction Obligor Security, (but in each case) only to the extent that such accelerated claims would be discharged out of such proceeds pursuant to the Borrower Post-Enforcement Pre-Acceleration Payment Priorities or the Prepayment Principles (as applicable).

Entitlement to direct Obligor Security Trustee or Loan Facility Agent

Any Qualifying Secured Creditor which by itself or together with any other Qualifying Secured Creditor(s) is owed Qualifying Debt having an aggregate Outstanding Principal Amount of at least 20 per cent. (or such other percentage as may be required pursuant to the Issuer/Borrower Facility Agreement) of the entire Outstanding Principal Amount of all Qualifying Debt may by giving notice (a "**QSC Instruction Notice**") to the Obligor Security Trustee or the Loan Facility Agent (as relevant) and subject to the requirements set out in the STID and/or the IBFA, instruct the Obligor Security Trustee or the Loan Facility Agent (as relevant) to exercise any of the rights granted to the Obligor Security Trustee or the Loan Facility Agent (as relevant) under the Common Documents (save in respect of the taking of Enforcement Action or the delivery of an Obligor Enforcement

Notice or an Obligor Acceleration Notice) including, without limitation, the following rights and discretions:

- (A) to challenge any statement, calculation or ratio in any Compliance Certificate, and call for other substantiating evidence where such Qualifying Secured Creditors have reason to believe that any statement, calculation or ratio in such Compliance Certificate is inaccurate or misleading pursuant to and subject to the terms of the Issuer/Borrower Facility Agreement;
- (B) to appoint an Independent Expert pursuant to and subject to the terms of the Issuer/Borrower Facility Agreement;
- (C) to request further information pursuant to and subject to the information covenants in the Issuer/Borrower Facility Agreement; and
- (D) following delivery of an Obligor Enforcement Notice but prior to delivery of an Obligor Acceleration Notice, to send a Further Enforcement Instruction Notice.

The Obligor Security Trustee or the Loan Facility Agent shall, subject to the requirements set out in the STID and/or the IBFA, exercise the above rights in accordance with the directions set out in the QSC Instruction Notice.

The Special Servicer may instruct the Obligor Security Trustee to take Enforcement Action or may direct it to request by Enforcement Instruction Notice an instruction from the Qualifying Secured Creditors (through their Secured Creditor Representatives) as to whether the Obligor Security Trustee should (i) deliver an Obligor Enforcement Notice to enforce all or any part of the Obligor Security and/or (ii) deliver an Obligor Acceleration Notice to accelerate all of the obligations secured under all or any of the Transaction Obligor Security.

TRANSACTION OBLIGOR SECURITY DOCUMENTS

Each of the Borrower, the Parent and the Original Propcos will grant a debenture in favour of the Obligor Security Trustee over all of their assets and undertaking, to be held on trust for the benefit of the Obligor Secured Creditors. Each of the Borrower, the Parent and the Original Propcos will also guarantee each other's obligations pursuant to the Obligor Transaction Documents. The security and guarantees created pursuant to the Obligor Deed of Charge will give the Obligor Secured Creditors (through the Obligor Security Trustee) full recourse to the assets of the Obligor Group. Details of the Security Interests created (or to be created) by the Borrower, the Parent and each Original Propco are more particularly set out below.

In addition, each of the Obligor Holdco and PLMR will grant fixed security in favour of the Obligor Security Trustee over all of the shares that each of the Obligor Holdco and PLMR owns in the members of the Obligor Group (being, in the case of the Obligor Holdco, all of the shares in the Parent and, in the case of PLMR, all of the shares in Propco 5), as well as any related claims that the Obligor Holdco and/or PLMR may have against such members of the Obligor Group. NHG, as the provider of the NHG Debt to each Original Propco, will also grant fixed security in favour of the Obligor Security Trustee over all of its rights and claims in respect of such NHG Debt and its related security. The security created by each of the Obligor Holdco, PLMR and NHG will give the Obligor Secured Creditors (through the Obligor Security Trustee) recourse to each of the Obligor Holdco, PLMR and NHG which is limited to the assets over which the security is created by them. Details of the Security Interests created (or to be created) by the Obligor Holdco, PLMR and NHG are more particularly set out below.

Obligor Deed of Charge

The security granted by the Obligors (the "**Obligor Security**") has been granted to the Obligor Security Trustee as trustee for itself and the other Obligor Secured Creditors in respect of all present

and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Obligor Secured Creditor under each Obligor Transaction Document to which such Obligor is a party (the “**Obligor Secured Liabilities**”).

The Obligor Deed of Charge, to the extent applicable to the Obligors, incorporates the provisions of the Issuer/Borrower Facility Agreement and the STID.

The security constituted by the Obligor Deed of Charge is expressed to include (in each case, to the extent capable of being assigned and/or charged):

- (A) assignment and/or charges over:
 - (1) the Properties by way of first legal mortgage;
 - (2) the Rental Income in respect of each Property;
 - (3) all contracts, deeds, licences, covenants and other documents entered into by, given to or otherwise benefiting each Obligor in respect of each Property;
 - (4) all other real property of each Obligor by way of first fixed equitable charge;
 - (5) all monies standing to the credit of each Obligor's bank accounts and the debts represented thereby;
 - (6) the uncalled capital of each Obligor;
 - (7) the shares (as specified in the Obligor Deed of Charge and any other shares held by each Obligor in any member of the Obligor Group) and all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments (including Authorised Investments) of each Obligor;
 - (8) all shares of each Obligor (other than the Parent), including all dividends, interest and other monies payable in respect thereof and all other rights related thereto; and
 - (9) all book and other debts owned by each Obligor;
- (B) an assignment (and, to the extent not assignable, charge) of each Obligor's rights in respect of insurances taken out by it and to the proceeds of any such insurance policies (other than motor insurance, employer's liability insurance, directors and officers liability insurance, pension fund trustee liability insurance and any other third-party liability insurance);
- (C) an assignment (and, to the extent not assignable, charge) of each Obligor's rights in respect of the Obligor Transaction Documents (other than the Obligor Deed of Charge); and
- (D) a first floating charge of each Obligor's assets not otherwise mortgaged, charged or assigned under the Obligor Deed of Charge.

The Obligor Deed of Charge provides and will provide that the Obligor Security Trustee will enforce the Obligor Security by appointing an Administrative Receiver in respect of the Obligors if it has actual notice of:

- (A) an application for the appointment of an administrator in respect of that Obligor; or
- (B) the giving of a notice of intention to appoint an administrator in respect of that Obligor.

The Obligor Deed of Charge:

- (C) sets out a mechanism whereby further creditors of the Obligors may accede thereto in order to obtain an interest in the Obligor Security and become Obligor Secured Creditors;
- (D) regulates the relationships between the various Obligor Secured Creditors; and

incorporates market standard provisions whereby all Obligor Secured Creditors agree that the Obligor Security Trustee alone may enforce the Obligor Security.

Appointment of an Administrative Receiver

If there is an Obligor Event of Default under the Issuer/Borrower Facility Agreement relating to either (i) an application for the appointment of an administrator in respect of an Obligor (other than the Propcos) or (ii) the giving of notice of intention of appointment of an administrator in respect of an Obligor (other than a Propco), the Obligor Security Trustee shall, subject to having actual notice of the event in (i) or (ii) above, as the case may be, and to being able to do so (by law or otherwise), appoint an Administrative Receiver to such Obligor in accordance with the terms of the Obligor Deed of Charge, such appointment to take effect upon the final day by which the appointment must be made in order to prevent an administration from proceeding or (where an Obligor or the directors of an Obligor have initiated the administration) not later than that final day.

Acceleration following receipt of enforcement proceeds

Prior to delivery of an Obligor Acceleration Notice, any Obligor Enforcement Notice issued by the Obligor Security Trustee shall provide that each Obligor Secured Creditor may accelerate or terminate (as applicable) a portion of its respective claims to the extent necessary to apply proceeds of enforcement of the Obligor Security, (but in each case) only to the extent that such accelerated claims would be discharged out of such proceeds pursuant to the Borrower Post-Enforcement Pre-Acceleration Payment Priorities.

The Obligor Holdco Security Agreement

The security granted by the Obligor Holdco (the “**Folio Security**”) has been granted to the Obligor Security Trustee as trustee for itself and the other Obligor Secured Creditors in respect of the Obligor Secured Liabilities (but strictly limited recourse to the assets which are subject to the Folio Security and the Obligor Secured Creditors will have no further recourse to the Obligor Holdco other than the enforcement of the Folio Security).

The Obligor Holdco Security Agreement, to the extent applicable, incorporates the provisions of the Issuer/Borrower Facility Agreement and the STID.

The security constituted by the Obligor Holdco Security Agreement is expressed to include (in each case, to the extent capable of being assigned and/or charged) assignment and/or charges over all shares of the Parent, including all dividends, interest and other monies payable in respect thereof and all other rights related thereto.

The Obligor Holdco Security Agreement grants the Obligor Security Trustee the right to enforce the Folio Security by appointing a receiver. The Obligor Security Trustee will have no right to appoint an administrator or an Administrative Receiver to the Obligor Holdco in respect of the assets which are the subject of the Folio Security.

PLMR Security Agreement

The security granted by PLMR (the “**PLMR Security**”) has been granted to the Obligor Security Trustee as trustee for itself and the other Obligor Secured Creditors in respect of the Obligor Secured Liabilities (but strictly limited recourse to the assets which are subject to the PLMR Security

and the Obligor Secured Creditors will have no further recourse to PLMR other than the enforcement of the PLMR Security).

The PLMR Security Agreement, to the extent applicable, incorporates the provisions of the Issuer/Borrower Facility Agreement and the STID.

The security constituted by the PLMR Security Agreement is expressed to include (in each case, to the extent capable of being assigned and/or charged) assignment and/or charges over all shares of Propco 5, including all dividends, interest and other monies payable in respect thereof and all other rights related thereto.

The PLMR Security Agreement grants the Obligor Security Trustee the right to enforce the PLMR Security by appointing a receiver. The Obligor Security Trustee will have no right to appoint an administrator or an Administrative Receiver to PLMR in respect of the assets which are the subject of the PLMR Security.

NHG Transaction Obligor Security Agreement

The security granted by NHG has been granted to the Obligor Security Trustee as trustee for itself and the other Obligor Secured Creditors in respect of the Obligor Secured Liabilities (but strictly limited recourse to the assets which are subject to the NHG Transaction Obligor Security Agreement and the Obligor Secured Creditors will have no further recourse to NHG other than the enforcement of such security).

The NHG Transaction Obligor Security Agreement, to the extent applicable, incorporates the provisions of the Issuer/Borrower Facility Agreement and the STID.

The security constituted by the NHG Transaction Obligor Security Agreement is expressed to include (in each case, to the extent capable of being assigned and/or charged):

- (A) assignment and/or charges over all debt and security granted by NHG to each Propco; and
- (B) all book and other debts owed by each Propco to NHG.

The NHG Transaction Obligor Security Agreement grants the Obligor Security Trustee the right to enforce the security created pursuant thereto by appointing a receiver. The Obligor Security Trustee will have no right to appoint an administrator or an Administrative Receiver to NHG in respect of the assets which are the subject to the NHG Transaction Obligor Security Agreement. Please refer also to the section "*Moratorium and Housing Administration in relation to NHG*".

ISSUER SECURITY DOCUMENTS

Issuer Deed of Charge

The Issuer has created security (the "**Issuer Security**") over all of its assets and undertakings, in favour of the Issuer Security Trustee pursuant to the Issuer Deed of Charge including:

- (A) charges over:
 - (1) all monies standing to the credit of its bank accounts, all interest paid or payable in relation such monies and the debts represented thereby;
 - (2) its Authorised Investments;
 - (3) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Issuer Charged Assets; and

- (4) all book and other debts owned by it;
- (B) an assignment (and, to the extent not assignable, charge) of its rights in respect of the Issuer Charged Documents;
- (C) an assignment (and, to the extent not assignable, charge) of its rights, title, interest and benefit in and to the Issuer's beneficial interest in the trust of the Transaction Obligor Security contained in the Transaction Obligor Security Documents and the Issuer/Borrower Facility Agreement; and
- (D) a first floating charge of its assets not otherwise mortgaged, charged or assigned under the Issuer Deed of Charge.

The Issuer Security is held on trust by the Issuer Security Trustee for itself and on behalf of the other Issuer Secured Creditors in respect of any and all monies, obligations and liabilities and all other amounts due, owing, payable or owed by the Issuer to the Issuer Secured Creditors under the Notes and/or the Issuer Transaction Documents and references to Issuer Secured Liabilities includes references to any of them (the "**Issuer Secured Liabilities**") in accordance with and subject to the terms of the Issuer Deed of Charge.

The Issuer Deed of Charge:

- (A) sets out a mechanism whereby further creditors of the Issuer may accede thereto in order to obtain an interest in the Issuer Security and become Issuer Secured Creditors;
- (B) regulates the relationships between the various Issuer Secured Creditors (including the Note Trustee on behalf of the Noteholders);
- (C) incorporates market standard provisions whereby all Issuer Secured Creditors agree that the Issuer Security Trustee alone may enforce the Issuer Security; and
- (D) includes market standard limited recourse and non-petition provisions.

The Issuer Deed of Charge provides that the Issuer Security Trustee will enforce the Issuer Security by appointing an Administrative Receiver in respect of the Issuer if it has actual notice of:

- (A) an application for the appointment of an administrator in respect of the Issuer; or
- (B) the giving of a notice of intention to appoint an administrator in respect of the Issuer.

"**Issuer Charged Documents**" means the Issuer Transaction Documents to which the Issuer is a party (other than the Note Trust Deed and the Issuer Deed of Charge) and all other contracts, documents, agreements and deeds to which it is, or may become, a party (other than the Note Trust Deed and the Issuer Deed of Charge).

The Issuer Deed of Charge provides that (i) the Issuer Security Trustee will not be liable for any failure to appoint an Administrative Receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and (ii) in the event that the Issuer Security Trustee appoints an Administrative Receiver in respect of the Issuer under the Issuer Deed of Charge in the circumstances set out in the paragraph above, then the Issuer shall waive all claims against the Issuer Security Trustee in respect of the appointment of the Administrative Receiver.

BORROWER ACCOUNT BANK AGREEMENT

General

The Borrower has established the following accounts:

- (E) an “**Administration Account**” funds held in which may only be applied in accordance with the applicable priorities of payment on each Monthly Waterfall date;
- (F) a “**Disposal Proceeds Account**” into which the Obligors will be required to deposit the Disposal Proceeds received in cash from the disposal of a Property unless and until applied to acquire a substitution property, prepay the Issuer/Borrower Facility Agreement or make a tender offer for the Notes;
- (G) a “**Cure Account**” to which deposits may be made for the purpose of curing any Financial Covenant Ratio Breaches;
- (H) a “**General Account**” to which all amounts standing to the credit of the Administration Account after the applicable Borrower Payment Payments on each Interest Payment Date may be transferred subject to the terms of the Obligor Transaction Documents;
- (I) a “**Maintenance Account**” for the purposes of reserving certain funds for application towards the maintenance cost of the Properties; and
- (J) a “**Service Account**” for the purpose of reserving certain funds for defraying service costs in respect of Service Cost Properties.

The Borrower Accounts are held with the Borrower Account Bank pursuant to the Borrower Account Bank Agreement dated the Closing Date between the Borrower, the Borrower Account Bank, the Loan Facility Agent and the Obligor Security Trustee.

No other Obligor is permitted to, or has established, another account, save that an Obligor may open a Rent Collection Account for the purposes of collecting Rental Income and Service Charge contributions, provided that any Rent Collection Account so opened will be subject to a Security Interest which has been created pursuant to the Obligor Deed of Charge or another Obligor Security Document which is consistent with the security created over the Borrower Accounts pursuant to the Obligor Deed of Charge as at the Closing Date.

Termination

The Borrower Account Bank may resign its appointment upon not less than 60 days' notice to the Borrower (with a copy to the Obligor Security Trustee and the Loan Facility Agent) provided that, amongst other things, such resignation shall not take effect until a substitute Borrower Account Bank with the Account Bank Minimum Ratings in respect of each of the Rating Agencies rating the Notes has been duly appointed.

The Borrower may revoke its appointment of the Borrower Account Bank by not less than 60 days' notice to the Borrower Account Bank (with a copy to the Obligor Security Trustee and the Loan Facility Agent) provided that such revocation shall not take effect until a substitute has been duly appointed. Furthermore, the Borrower shall forthwith terminate the appointment of the Borrower Account Bank if, *inter alia*, (a) an Insolvency Event occurs in relation to the Borrower Account Bank; (b) the Borrower Account Bank no longer has the Account Bank Minimum Ratings in respect of the Rating Agencies rating the Notes except that if there is no other clearing bank which maintains the Account Bank Minimum Ratings in respect of the Rating Agencies rating the Notes, the appointment of the Borrower Account Bank shall not terminate until such time as there is a bank which meets the applicable criteria or until some other arrangement is made which will not result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes; or (c) the Borrower Account Bank defaults in the performance of any of its material obligations under the Borrower Account Bank Agreement, subject to the applicable grace period, and, as applicable, provided that such termination shall not take effect until a replacement financial institution or institutions having the Account Bank Minimum Ratings (in respect of the Rating Agencies rating the

Notes) shall have entered into an agreement in form and substance similar to the Borrower Account Bank Agreement.

Upon the occurrence of (b) above, the Borrower Account Bank shall be replaced by the Borrower within 60 days of the date on which the Borrower Account Bank no longer holds the Account Bank Minimum Ratings (in respect of each of the Rating Agencies rating the Notes), provided that if the Borrower has used reasonable commercial efforts to so replace the Borrower Account Bank and have not been able to do so upon the expiry of those 60 days, the obligations of the existing Borrower Account Bank under the Borrower Account Bank Agreement will continue (even if past the 60 days) until a substitute Borrower Account Bank having the Account Bank Minimum Ratings (in respect of each of the Rating Agencies rating the Notes) has been appointed in accordance with the Borrower Account Bank Agreement (and the Borrower will continue to use reasonable commercial efforts to find a replacement Borrower Account Bank which holds the Account Bank Minimum Ratings).

Rent Collection Accounts

Rental Income and Service Charge proceeds (excluding any amounts received from, or on behalf of, a Tenant by way of rent deposit (other than any amount of such rent deposit which has been received to satisfy non-payment obligations of that Tenant under its Occupational Lease)) in relation to the Properties are collected by each Rent Collection Account Holder in to one or more rent collection accounts held by such Rent Collection Account Holder (each a “**Rent Collection Account**”). A trust has been declared over each Rent Collection Account in favour of, *inter alios*, the Obligors in relation to those amounts attributable to the Properties owned by the Obligors.

Each Obligor must procure that, on each Weekly Sweep Date, the Obligor Cash Manager must transfer (or procure the transfer of) to the Administration Account all amounts paid into the Rent Collection Accounts in the calendar week up to (and including) the Week-End Date to which that Weekly Sweep Date relates (any amounts to be swept on the first Weekly Sweep Date following the Closing Date will only include amounts which have been received into the Rent Collection Accounts on and from the Closing Date, and each of 27 December, 28 December and 29 December in each year will be considered to be a non-Business Day for these purposes (even if any such date would otherwise be a Business Day in accordance with the definition thereof)) (which amounts relate to a Property or Properties owned by a Propco, whether paid in directly by, or on behalf of, any Tenant or collected by the Property Manager from, or on behalf of, any Tenant and paid into a Rent Collection Account and as recorded by the Obligor Cash Manager on appropriate ledgers (but excluding any amounts received from, or on behalf of, a Tenant by way of rent deposit (other than any amount of such rent deposit which has been received in order to satisfy non-payment obligations of a Tenant under its Occupational Lease) which amounts must be recorded separately by the Obligor Cash Manager)).

Administration Account

Each Obligor must ensure that all amounts required to be paid from a Rent Collection Account or the Disposal Proceeds Account into the Administration Account are promptly paid (or directed to be paid) into the Administration Account. All other amounts received by, or on behalf of, the Obligors and which are not required to be paid into any other Borrower Account must be paid into the Administration Account.

On each Monthly Waterfall Date, the Loan Facility Agent will (and is irrevocably authorised to) withdraw from, and apply amounts standing to the credit of the Administration Account in the order of priority set out below. Unless otherwise instructed by the Obligor Security Trustee or the Issuer, the Loan Facility Agent must not transfer any such amount from the Administration Account at any time following the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice. Subject as aforesaid, on each Quarterly Waterfall Date the Loan Facility Agent will (and is irrevocably authorised to) withdraw from, and apply amounts standing to the credit of the

Administration Account in accordance with the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities.

The order or priority referred to above is, on each Monthly Waterfall Date, as follows:

(A) **first**, either:

- (1) if the Maintenance Cost Target in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date is equal to or exceeds the Maintenance Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date (the amount of such excess a "**Maintenance Cost Surplus**"):
 - (a) **first**, transfer an amount equal to the relevant Maintenance Cost Surplus to the Maintenance Account; and
 - (b) **secondly**, transfer to the Property Manager Account the Maintenance Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date; or
- (2) if the Maintenance Cost Target in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date is less than the Maintenance Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date (the amount of such deficiency a "**Maintenance Cost Deficiency**"), after transferring to the Property Manager from the Maintenance Account an amount equal to the relevant Maintenance Cost Deficiency (or such lesser amount which is standing to the credit of the Maintenance Account on that Monthly Waterfall Date (excluding any remaining amount of the Bakersfield Remedial Works Initial Deposit)), transfer to the Property Manager Account the balance of the Maintenance Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date;

(B) **secondly**, either:

- (1) if the Service Cost Target in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date is equal to or exceeds the Service Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date (the amount of such excess a "**Service Cost Surplus**"):
 - (a) **first**, transfer an amount equal to the relevant Service Cost Surplus to the Service Account; and
 - (b) **secondly**, transfer to the Property Manager Account the Service Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date; or
- (2) if the Service Cost Target in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date is less than the Service Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date (the amount of such deficiency a "**Service Cost Deficiency**"), after transferring to the Property Manager from the Service Account an amount equal to the relevant Service Cost Deficiency (or such lesser amount which is standing to the credit of the Service Account on that Waterfall Date), transfer to the Property Manager Account the balance of the Service Cost in respect of all Propcos for the most recently completed Month immediately preceding that Monthly Waterfall Date; and

- (C) **thirdly**, transfer, to the Property Manager Account, any amount incurred by the Property Manager in respect of the Bakersfield Remedial Works in the most recently completed Month immediately preceding that Monthly Waterfall Date; and
- (D) **fourthly**, transfer, to the Property Manager Account, the Property Management Provision for the most recently completed Month immediately preceding that Monthly Waterfall Date.

Maintenance Account

The Borrower must ensure that the Bakersfield Remedial Works Initial Deposit and any Maintenance Cost Surplus which is required to be transferred from the Administration Account into the Maintenance Account is promptly paid into the Maintenance Account.

If, on any Monthly Waterfall Date, in respect of the most recently completed Month immediately preceding that Monthly Waterfall Date there was a Maintenance Cost Deficiency, on that Monthly Waterfall Date the Loan Facility Agent will (and is irrevocably authorised to) withdraw from the Maintenance Account (subject to the paragraph below and provided that no such withdrawal may be made from the remaining amount of the Bakersfield Remedial Works Initial Deposit) an amount equal to such Maintenance Cost Deficiency and transfer such amount to the Property Manager Account (or, if such Maintenance Cost Deficiency is greater than the amount standing to the credit of the Maintenance Account on that Monthly Waterfall Date, the balance standing to the credit of the Maintenance Account as at that Monthly Waterfall Date).

If the Borrower (or the Obligor Cash Manager on its behalf) has included in the relevant Monthly Management Report (1) confirmation that the Property Manager has incurred no expenditure in respect of the Bakersfield Remedial Works in the Month to which that Monthly Management Report relates, (2) confirmation that no further expenditure will be incurred in respect of the Bakersfield Remedial Works and (3) that there is a balance of the Bakersfield Remedial Works Initial Deposit standing to the credit of the Maintenance Account, on the Monthly Waterfall Date to which that Monthly Management Report relates the Loan Facility Agent will (and is irrevocably authorised to) withdraw from the Maintenance Account and transfer to the General Account (subject to the paragraph below) the balance of the Bakersfield Remedial Works Initial Deposit.

Unless otherwise instructed by the Obligor Security Trustee or the Issuer, the Loan Facility Agent must not transfer any such amount from the Maintenance Account at any time following the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice.

On the Closing Date, an amount equal to the Bakersfield Remedial Works Initial Deposit will be deposited into the Maintenance Account from the proceeds of the Issuer/Borrower Loan. The Obligor Cash Manager will procure that a separate ledger is run in relation to the Maintenance Account onto which the balance of the Bakersfield Remedial Works Initial Deposit is monitored in terms of its allocation and spend on the Bakersfield Remedial Works.

Withdrawals may be made from the Maintenance Account to the Administration Account from time to time to discharge any maintenance costs expenditure incurred by the Property Manager on behalf of Propco 1 in respect of the Bakersfield Remedial Works.

On the first Monthly Waterfall Date on which the Borrower (or the Obligor Cash Manager on its behalf) has confirmed in the relevant Monthly Management Report that no further expenditure will be incurred in respect of the Bakersfield Remedial Works, the Loan Facility Agent will transfer from the Maintenance Account to the General Account the remaining balance of the Bakersfield Remedial Works Initial Deposit then standing to the credit of the Maintenance Account.

Service Account

The Borrower must ensure that any Service Cost Surplus which is required to be transferred from the Administration Account into the Service Account is promptly paid into the Service Account.

If, on any Monthly Waterfall Date, in respect of the most recently completed Month immediately preceding that Monthly Waterfall Date there was a Service Cost Deficiency, on that Monthly Waterfall Date the Loan Facility Agent will (and is irrevocably authorised to) withdraw from the Service Account an amount equal to such Service Cost Deficiency and transfer such amount to the Property Manager Account (or, if such Service Cost Deficiency is greater than the amount standing to the credit of the Service Account on that Monthly Waterfall Date, the balance standing to the credit of the Service Account as at that Monthly Waterfall Date).

Unless otherwise instructed by the Obligor Security Trustee or the Issuer, the Loan Facility Agent must not transfer any such amount from the Service Account at any time following the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice.

Cure Account

If, in respect of any Quarterly Calculation Date, a Financial Covenant Ratio Breach has occurred, the Borrower may make a Cure Deposit (or procure that a Cure Deposit is made) into the Cure Account within 30 days of such Quarterly Calculation Date.

If, following the payment of any amount into the Cure Account, there has been no Financial Covenant Ratio Breach for two successive Quarterly Calculation Dates (without taking into account amounts standing to the credit of the Cure Account in the calculation of the Financial Covenants on each successive Quarterly Calculation Date), provided that no Financial Covenant Ratio Breach would occur as a result of such payment being made out of the Cure Account, the Borrower may instruct the Loan Facility Agent to transfer the amount standing to the credit of the Cure Account to the General Account on the Quarterly Waterfall Date immediately following the later of such Quarterly Calculation Dates.

If the Obligors have been in breach of the Financial Covenant Ratios for two successive Quarterly Calculation Dates (without taking into account amounts standing to the credit of the Cure Account in the calculation of the Financial Covenants on such successive Quarterly Calculation Dates), then on the second such Quarterly Calculation Date the Loan Facility Agent must apply the amount standing to the credit of the Cure Account must be applied by the Loan Facility Agent in prepayment of the Issuer/Borrower Loan (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement).

Disposal Proceeds Account

Each Obligor must ensure that, on the date of the disposal of any Property by that Obligor (or, in the case of any disposal of the shares in an Obligor by the Borrower, on the date of the disposal of such shares by the Borrower) when there is no Obligor Event of Default continuing: (a) an amount of the Disposal Proceeds received in cash up to the Relevant Amount in relation to such disposal is promptly paid (or directed to be paid, as applicable) directly into the Disposal Proceeds Account and (b) the balance of the Disposal Proceeds in relation to such disposal in excess of the Relevant Amount are promptly paid (or directed to be paid, as applicable) directly into the Administration Account. If an Obligor Event of Default is continuing, the Disposal Proceeds received in cash must promptly be paid (or directed to be paid, as applicable) directly into the Disposal Proceeds Account.

Other than in respect of any Relevant Tax Amount, on the next Interest Payment Date following the receipt of any amount into the Disposal Proceeds Account, the Loan Facility Agent will (and is irrevocably authorised to) either: (a) withdraw from the Disposal Proceeds Account an amount equal to such amount and apply such amount in prepayment of the Issuer/Borrower Loan (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement); or (b) following a request by the Borrower leave such amount on deposit in the Disposal Proceeds Account so that it may be used for the purposes of funding the acquisition of a Property in accordance with the terms of the IBFA within 6

months from receipt of such amount into the Disposal Proceeds Account. If any amount deposited into the Disposal Proceeds Accounts which is capable of being applied towards making a requisition of a Property is not applied for the purposes of an acquisition of a Property in accordance with the terms of the IBFA within 6 months of receipt into the Disposal Proceeds Account, the Loan Facility Agent will (and is irrevocably authorised to) withdraw such amount from the Disposal Proceeds Account and apply such amount in prepayment of the Issuer/Borrower Loan (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement).

Any proceeds of a compulsory purchase (including any compensation and damages received from any use disturbance and blight) of a Property or Properties must be promptly paid (or directed to be paid) into the Disposal Proceeds Account and, if not applied for the purposes of an acquisition of a Property in accordance with the terms of the IBFA within 6 months of receipt into the Disposal Proceeds Account, applied by the Loan Facility Agent on the next Interest Payment Date following receipt into the Disposal Proceeds Account in prepayment of the Issuer/Borrower Loan (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement).

Any proceeds (other than proceeds from loss of rent insurance) received under the Insurance Policies if they exceed £1,000,000 will be promptly paid (or directed to be paid) into the Disposal Proceeds Account and, if all or any part of such proceeds have not been applied to reinstatement of the relevant Property within three years from the date of receipt into the Disposal Proceeds Account, must be applied by the Loan Facility Agent on the next Interest Payment Date following the expiry of such three year period in prepayment of the Issuer/Borrower Loan (together with accrued but unpaid interest thereon and an amount equal to the Repayment Costs in respect thereof and the accrued but unpaid Issuer/Borrower Facility Fees payable by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement). The Borrower may instruct the Loan Facility Agent to withdraw proceeds (other than loss of rent insurance) received under the Insurance Policies from the Disposal Proceeds Account to be applied to reinstatement of the relevant Property or Properties within three years of receipt of such insurance proceeds.

In relation to any Relevant Disposal Tax Amount which is paid into the Disposal Proceeds Account, the Borrower may instruct the Loan Facility Agent (and the Loan Facility Agent is irrevocably authorised following such instruction) to transfer all or any portion of such Relevant Disposal Tax Amount to either (1) the Administration Account, if the Borrower (or the Obligor Cash Manager on its behalf) has certified to the Loan Facility Agent (and provided evidence satisfactory to the Loan Facility Agent (acting on the instructions of the Servicer)) that such amount is required to be applied towards discharging any Tax (for which the applicable Relevant Disposal Tax Amount was originally reserved) due and payable by any Obligor, in which case such amount must be applied towards the payment of such Tax in accordance with the relevant line item of the applicable Borrower Payment Priorities; or (2) the General Account, if the Borrower (or the Obligor Cash Manager on its behalf) has certified to the Loan Facility Agent (and provided evidence satisfactory to the Loan Facility Agent (acting on the instructions of the Servicer)) that such amount is no longer required to be applied towards discharging any Tax (for which the applicable Relevant Disposal Tax Amount was originally reserved) on the basis that the applicable Relevant Disposal Tax Amount exceed the amount of Tax due and payable (if any) in respect of which it was originally reserved).

Unless otherwise instructed by the Obligor Security Trustee or the Issuer, the Loan Facility Agent must not transfer any amount from the Disposal Proceeds Account at any time following the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice.

General Account

Amounts which are required to be transferred to the General Account in the circumstances set out in the IBFA will be transferred to the General Account from the other Accounts.

All or any portion of any amount which is transferred to the General Account from the Administration Account to discharge any United Kingdom and other Tax must only be applied:

- (A) to discharge any United Kingdom and other Tax for which the Obligors are liable in respect of any applicable Financial Year in respect of which such amount was deposited to the General Account; or
- (B) if all or any portion of any such amount is not required to be applied towards discharging any United Kingdom and other Tax for which the Obligors are liable in respect of any applicable Financial Year, by way of transfer to the Administration Account.

Otherwise, the Borrower may request that the Obligor Cash Manager make withdrawals on the Borrower's behalf from the General Account, at the discretion of the Borrower, and in particular (but not limited to) for the purpose of Restricted Payments. If, at any time, the Loan to Value Ratio is greater than 60.0% (as calculated for the purposes of the Financial Covenant Ratios, the Borrower will not be permitted to make any payment from the General Account.

Unless otherwise instructed by the Obligor Security Trustee or the Issuer, the Borrower must not withdraw (or instruct the Obligor Cash Manager to withdraw) any amount from the General Account at any time following the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice.

Authorised Investments

Provided that no Potential Obligor Event of Default has occurred and is continuing and no Obligor Enforcement Notice has been delivered, the Borrower may request that all balances of the Disposal Proceeds Account and/or the Cure Account may be invested in Authorised Investments. Such Authorised Investments will be selected by the Borrower (or the Obligor Cash Manager on its behalf) with the consent of the Loan Facility Agent, and the Loan Facility Agent shall not be liable for the selection of any Authorised Investment or any costs incurred in connection with such Authorised Investment.

TAX DEED OF COVENANT

A tax deed of covenant (the "**Tax Deed of Covenant**") was entered into on the Closing Date by, amongst others, the Issuer, the Borrower, the Obligor Holdco, the Propcos, NHG and the Parent (in each case, if not defined in this Prospectus, as defined in the Tax Deed of Covenant) (together, the "**Tax Covenantors**") and the Note Trustee, the Issuer Security Trustee and the Obligor Security Trustee (the "**Tax Beneficiaries**").

The purpose of the Tax Deed of Covenant is to reduce the risk to the Issuer, the Borrower, the Parent and the Propcos (the "**Tax Obligors**") of secondary tax liabilities and to ensure that other unexpected tax liabilities do not arise in respect of the Tax Obligors by providing for various representations, warranties and covenants to be given by the Tax Covenantors as set out in more detail below.

Under the Tax Deed of Covenant, *inter alia*:

- (A) The relevant Tax Obligors give certain representations, warranties and covenants to the Tax Beneficiaries as to their tax position, including representations, warranties and covenants as to the following:
 - (1) their residency for tax purposes (where applicable);
 - (2) compliance with tax laws in the United Kingdom;
 - (3) the due payment of current and future taxes;

- (4) preparation of tax returns on a proper basis;
 - (5) no entry into transactions by the Issuer or the Borrower with the purpose of tax avoidance or securing a tax advantage; and
 - (6) not taking certain steps which may render a Tax Obligor secondarily liable for tax.
- (B) No steps which may render the Issuer, the Borrower or the Propcos secondarily liable for tax have been or will be taken by any company owned directly or indirectly by NHG.
 - (C) The relevant Tax Obligors represent, warrant and covenant to the Tax Beneficiaries as to certain VAT matters, including VAT group membership and the certain VAT matters relating to the Properties and supplies made in respect of the Properties.
 - (D) The Issuer will give representations and warranties relevant to its status as a securitisation company.

NOTE TRUST DEED

General

On the Closing Date, the Issuer and the Note Trustee will enter into a note trust deed (the “**Note Trust Deed**”) pursuant to which the Notes will be constituted. The Note Trust Deed includes the form of the Notes and contains a covenant from the Issuer to the Note Trustee to pay all amounts due under the Notes. The Note Trustee holds or will hold the benefit of that covenant on trust for the Noteholders in accordance with their respective interests.

Enforcement

The Note Trustee may at any time, at its discretion and without notice and in such manner as it thinks fit (but subject at all times to the terms of the STID and the Note Trust Deed):

- (A) take such action, proceedings and/or other steps as it may think fit against or in relation to the Issuer or any other party to any Issuer Transaction Document to enforce its obligations under the Note Trust Deed, the Conditions, the Notes or any other Issuer Transaction Document and/or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or any such other party; and/or
- (B) exercise any of its rights under, or in connection with, the Note Trust Deed, the Conditions, the Notes or any other Issuer Transaction Document; and/or
- (C) give any directions to the Issuer Security Trustee under or in connection with any Issuer Transaction Document (including, but not limited to, the giving of a direction to the Issuer Security Trustee to deliver an Issuer Enforcement Notice to the Issuer and to enforce the Issuer Security after the occurrence of an Issuer Event of Default, but excluding any directions involving waivers or modifications as set out below),

provided that:

- (1) the Note Trustee shall not be bound to take any such action (or give any such instruction to the Issuer Security Trustee) unless it shall have been directed to do so (i) by an Extraordinary Resolution of the Noteholders or (ii) in writing by the holders of at least 20% in Principal Amount Outstanding of the Notes then outstanding;
- (2) (except where expressly provided otherwise, and subject to the terms of the Issuer Deed of Charge) the Issuer Security Trustee shall not, and shall not be bound to, take any such action unless it shall have been so directed by (i) the Note Trustee or (ii) if there are no Notes outstanding, all of the other Issuer Secured Creditors;
- (3) neither the Note Trustee nor the Issuer Security Trustee shall be bound to take any such proceedings, actions or steps unless it shall have been indemnified and/or secured and/or pre-funded to its satisfaction; and
- (4) the Note Trustee shall not be entitled to take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer.

Waiver of Issuer Events of Default

The Note Trustee may, subject to any Issuer Secured Creditor Entrenched Rights, in its sole discretion without the consent or sanction of the Noteholders and/or Couponholders or any other Issuer Secured Creditor from time to time and at any time (subject as provided below) and without prejudice to its rights in respect of any subsequent breach, Issuer Event of Default, Potential Issuer Event of Default, Obligor Event of Default or Potential Obligor Event of Default, on such terms and subject to such conditions as to it shall seem expedient but only if and insofar as in its opinion the interests of the Noteholders of the Notes then outstanding shall not be materially prejudiced thereby, waive or authorise, or direct the Issuer Security Trustee to waive or authorise, any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Conditions, the Note Trust Deed or the other Issuer Transaction Documents (subject as provided in the STID in relation to any Common Document or the Tax Deed of Covenant) and to the terms of the Note Trust Deed (and, in respect of it directing the Issuer Security Trustee, the Issuer Deed of Charge), or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, or determine that any event which would otherwise constitute an Issuer Event of Default shall not be treated as such for the purposes of the Note Trust Deed provided that the Note Trustee shall not exercise such powers in contravention of any express direction given by Extraordinary Resolution or a direction under Condition 9 (*Issuer Events of Default*) of the Notes but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made or so as to authorise or waive any such proposed breach or breach relating to any Basic Terms Modification unless the Noteholders have, by Extraordinary Resolution so authorised its exercise and provided further that to the extent such waiver, authorisation or direction relates to an Issuer Secured Creditor Entrenched Right, each of the Affected Issuer Secured Creditors have given their approval or consent in writing in accordance with the Issuer Deed of Charge or, where any Noteholders are Affected Issuer Secured Creditors, the Noteholders have approved or consented to such waiver, authorisation or direction in accordance with the provisions of the Note Trust Deed.

Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding on the Noteholders and/or Couponholders and, unless the Note Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and/or the Couponholders in accordance with the Conditions as soon as practicable thereafter (and copied to the Rating Agencies in the case of any modification).

Modification

The Note Trustee may, subject to any Issuer Secured Creditor Entrenched Rights or the provisions of the STID as provided below, without the consent or sanction of the Noteholders and/or Couponholders or any of the other Issuer Secured Creditors (other than any Issuer Secured

Creditor which is a party to the relevant Issuer Transaction Documents (subject as provided in the STID in relation to any Common Document or the Tax Deed of Covenant)), at any time and from time to time, concur with the Issuer or any other person, or direct the Issuer Security Trustee to concur with the Issuer or any other person, in making any modification: to (i) (other than a Basic Terms Modification) the Notes and/or Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents (subject as provided in the STID in relation to any Issuer Transaction Documents which are Common Documents or the Tax Deed of Covenant) or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, or give its consent to any event, matter or thing or direct the Issuer Security Trustee to do so, if (a) in the opinion of the Note Trustee it is proper to make or give, provided that it is of the opinion that such modification or consent will not be materially prejudicial to the interests of the Noteholders; and (b) in relation to any modification or consent which is required or permitted, subject to the satisfaction of specified conditions under the terms of the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents, as the case may be, provided that such conditions are satisfied; and (ii) the Notes and/or Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents (subject as provided in the STID in relation to any Issuer Transaction Documents which are Common Documents or the Tax Deed of Covenant), or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, if, in its opinion, such modification is to correct a manifest error or is of a formal, minor or technical nature, provided that to the extent such modification relates to an Issuer Secured Creditor Entrenched Right, each of the Affected Issuer Secured Creditors has given its prior written approval or consent to such modification or consent in accordance with the Issuer Deed of Charge or, where any Noteholders are Affected Issuer Secured Creditors, the Noteholders affected thereby have approved or consented to such modification or consent in accordance with the Note Trust Deed.

Any modification, waiver, authorisation or determination pursuant to Conditions 12.6 and 12.7 shall be binding on the Note Trustee, the Noteholders and Couponholders and the other Issuer Secured Creditors and, unless the Note Trustee agrees otherwise, any such modification, waiver, authorisation or determination shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 15 (*Notice to Noteholders*).

The Note Trustee shall be obliged, without the consent or sanction of any of the Noteholders and/or Couponholders and (subject as provided below) any other Issuer Secured Creditor, to concur with the Issuer, and/or direct the Issuer Security Trustee to concur with the Issuer, in making any modification to the Notes and/or Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents or giving its consent to any event, matter or thing that is requested by the Issuer in writing in order to comply with any criteria of the Rating Agencies which may be published after the Closing Date and which modification(s) or consent(s) the Issuer certifies (upon which certificate the Note Trustee and the Security Trustee (as applicable) may rely absolutely without liability or enquiry) to the Note Trustee and/or the Issuer Security Trust (as applicable) in writing are required solely to comply with such criteria and to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes to reflect such criteria provided that the Note Trustee shall not concur with the Issuer in making any such modification unless:

- (A) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee and the Issuer Security Trustee;
- (B) the certificate shall be provided to the Note Trustee and/or the Issuer Security Trustee both at the time the Note Trustee and/or the Issuer Security Trustee is notified of the proposed modification and on the date that such modification takes effect;
- (C) the prior written consent of each other party to any relevant Issuer Transaction Document to which such modification is applicable has been obtained;

- (D) the Issuer obtains from each of the Rating Agencies a Ratings Confirmation;
- (E) the Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed modification in accordance with Condition 15 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes;
- (F) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such 30 calendar day notification period notifying the Principal Paying Agent or the Issuer that such Noteholders object to the modification; and
- (G) in relation to any Issuer Transaction Document which is a Common Document (with the exception of the MDA to the extent that the modification relates to a definition in such Issuer Transaction Document) and the Tax Deed of Covenant, the provisions of the STID relating to modifications thereto shall apply.

The Note Trustee and/or the Issuer Security Trustee (as applicable) shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee and/or the Issuer Security Trustee (as applicable) would have the effect of (i) exposing the Note Trustee and/or the Issuer Security Trustee (as applicable) to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Note Trustee and/or the Issuer Security Trustee (as applicable) in respect of the Issuer Transaction Documents and/or the Conditions.

Any such modification may be made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding upon the Noteholders and/or the Couponholders and, unless the Note Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and/or the Couponholders in accordance with the Conditions and to the Rating Agencies as soon as practicable thereafter. It should be noted that the Issuer will not be obliged to request such modifications.

Action, proceedings and indemnification

The Note Trustee shall not be bound to take, or to give any direction to the Issuer Security Trustee to take, any actions, proceedings or steps in relation to the Note Trust Deed, the Notes, the Coupons or any other Issuer Transaction Document (subject as provided in the STID in relation to any Common Document or the Tax Deed of Covenant) (including, but not limited to, the giving of an Issuer Acceleration Notice or the taking of any proceedings and/or steps and/or action or the giving of direction in relation to enforcement in accordance with the Note Trust Deed, including, but not limited to, delivery of an Issuer Enforcement Notice) unless: (a) directed to do so by an Extraordinary Resolution of the Noteholders or in writing by the holders of at least 20% in Principal Amount Outstanding of the Notes then outstanding; and (b) then only if it shall be indemnified and/or secured to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing and, for this purpose, the Note Trustee may demand, prior to taking any such action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it and provided that the Note Trustee shall not be held liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Noteholders.

Issuer covenants

The covenants given by the Issuer in the Note Trust Deed (subject to detailed carve-outs, exceptions and qualifications) include, but are not limited to, the following:

- (A) conduct its business in accordance with its obligations under the Note Trust Deed;

- (B) give the Note Trustee such documents needed to discharge or exercise its powers under the Note Trust Deed or by operation of law;
- (C) ensure compliance with accounting requirements as set forth by the LSE;
- (D) keep proper books of account and allow the Note Trustee free access to such books of account;
- (E) maintain each of the Paying Agents and any other agent appointed by the Issuer pursuant to the Agency Agreement (the “**Agents**”) required in accordance with the Conditions and maintain such other agents as may be required by the Conditions or by any other stock exchange (not being the LSE) on which the Notes may be listed;
- (F) procure the Principal Paying Agent notify the Note Trustee in the event they do not receive payment of the full amount due on all Notes;
- (G) use best endeavours to maintain the listing of the Notes on the Official List and the admission of the Notes to trading on the regulated market of the LSE for so long as such Notes are outstanding (or, if such listing or trading ceases to be possible, or becomes unduly onerous, then the Issuer will use best endeavours to obtain and maintain a quotation or listing of the Notes on another stock exchange or exchanges or securities market or markets (which shall be a “regulated market” for the purposes of Article 1(13) of Directive 93/22/EEC and a “recognised stock exchange” (as defined in Section 1005 of the Income Tax Act 2007) for the purposes of section 882 of the Income Tax Act 2007) and shall also upon obtaining a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to the Note Trust Deed to effect such consequential amendments to the Note Trust Deed as the Note Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market);
- (H) send to the Note Trustee and obtain its approval, prior to the date on which any such notice is to be given, the form of every notice to be given to the Noteholders;
- (I) notify the Note Trustee if payments by the Issuer become subject to withholding;
- (J) deliver to the Note Trustee a certificate setting out the total number and aggregate nominal amount of the Notes which:
 - (1) up to and including the date of such certificate have been purchased by any Obligor and cancelled; and
 - (2) are at the date of such certificate held by, for the benefit of, or on behalf of, the Issuer or any Obligor or NHG or any member of the Group;
- (K) procure that each of the Paying Agents makes available for inspection by Noteholders copies of the Note Trust Deed and the other Issuer Transaction Documents and each Investor Report;
- (L) procure the delivery of legal opinion(s) as to English and any other relevant law, addressed to the Note Trustee, dated the date of any modification or amendment or supplement to the Note Trust Deed;
- (M) give notice to the Note Trustee of the proposed redemption of any Notes;
- (N) use all reasonable endeavours to minimise taxes and any other costs arising in connection with its payment obligations in respect of the Notes; and

- (O) give notice in writing to the Note Trustee of the occurrence of any Issuer Event of Default without waiting for the Note Trustee to take any further action.

ISSUER CASH MANAGEMENT AGREEMENT

General

The Issuer has appointed HSBC Bank plc as the Issuer Cash Manager pursuant to the Issuer Cash Management Agreement dated the Closing Date. Pursuant to the Issuer Cash Management Agreement, the Issuer Cash Manager undertakes certain cash management functions on behalf of the Issuer.

Cash management

As part of its duties under the Issuer Cash Management Agreement, the Issuer Cash Manager, *inter alia*: (a) operates the Issuer Accounts and effect payments to and from the Issuer Accounts in accordance with the provisions of the relevant Issuer Transaction Documents; (b) procures that all payments of principal, interest, the Issuer/Borrower Facility Fees or other amounts received or to be received under the Issuer/Borrower Facility Agreement are identified and calculated as such; and (c) may, under instruction and on a non-discretionary basis, direct the Issuer Account Bank to invest funds not immediately required by the Issuer in Authorised Investments in accordance with the provisions of the Cash Management Agreement.

Issuer Liquidity Reserve Account

The Issuer must maintain a cash reserve in the Issuer Liquidity Reserve Account for the purpose of providing liquidity support for the purposes of meeting Issuer Liquidity Shortfalls (including interest payments). The Issuer Liquidity Reserve Account will be drawn in the event that there is insufficient cash to service the certain costs, fees and expenses of the Issuer and interest on the Notes on any Interest Payment Date.

On the Closing Date, the Borrower must ensure that an amount equal to the Initial Issuer Liquidity Reserve Amount is paid into the Issuer Liquidity Reserve Account. Thereafter, on each Interest Payment Date, any surplus funds from the relevant Borrower Payment Priorities must be applied by way of Issuer Liquidity Reserve Top-Up Amount to ensure that, at all times, the required amount is standing to the credit of the Issuer Liquidity Reserve Account.

The Issuer Liquidity Reserve Account is not available to be drawn for any shortfall of funds in respect of payments of Repayment Amount or the amounts payable under item (7) of the Issuer Payment Priorities.

Issuer Pre-Enforcement Pre-Acceleration Payment Priorities

On each Interest Payment Date prior to the delivery of an Issuer Enforcement Notice and/or Issuer Acceleration Notice, amounts standing to the credit of the Issuer Transaction Account must be applied by the Issuer Cash Manager (on behalf of the Issuer) in accordance with the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities as described in more detail in “*Payment Priorities – Issuer Payment Priorities – Issuer Pre-Enforcement Pre-Acceleration Payment Priorities*” provided that any amounts standing to the credit of the relevant Issuer Account shall not be applied by the Issuer, or the Issuer Cash Manager on its behalf, in accordance with the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities and shall instead be advanced by the Issuer to the Borrower pursuant to the Issuer/Borrower Facility Agreement as an advance corresponding to such Notes.

Authorised Investments

All balances of any Issuer Account (including, without limitation, the Issuer Liquidity Reserve Account) may be invested by the Issuer in Authorised Investments.

Termination

The Issuer may terminate the appointment of the Issuer Cash Manager, *inter alia*,: (a) at any time with at least 45 days' prior notice and the prior written consent of the Issuer Security Trustee; (b) if default is made by the Issuer Cash Manager in the performance or observance of any of its material covenants and material obligations under the Issuer Cash Management Agreement, subject to the applicable grace period; or (c) if any Insolvency Event occurs in relation to the Issuer Cash Manager; or (d) if an Issuer Enforcement Notice is given and the Issuer Security Trustee is of the opinion that the continuation of the appointment of the Issuer Cash Manager is materially prejudicial to the interests of the Issuer Secured Creditors.

Subject to certain conditions (including that a suitable successor Issuer Cash Manager has been installed), the Issuer Cash Manager is entitled to resign upon giving 45 days' written notice of termination to the Issuer and the Issuer Security Trustee.

ISSUER ACCOUNT BANK AGREEMENT

General

The Issuer has established the Issuer Accounts (which include the Issuer Transaction Account and the Issuer Liquidity Reserve Account). The Issuer Transaction Account is held with the Issuer Account Bank pursuant to the Issuer Account Bank Agreement dated the Closing Date between the Issuer, the Issuer Cash Manager, the Issuer Account Bank and the Issuer Security Trustee.

Termination

The Issuer Account Bank may resign its appointment upon not less than 30 days' notice to the Issuer (with a copy to the Issuer Security Trustee and the Issuer Cash Manager) provided that (A) if such resignation would otherwise take effect less than 45 days before the date of release of the Issuer Security or any Monthly Waterfall Date, it shall not take effect until the 30th day following such date; and (B) such resignation shall not take effect until a substitute Issuer Account Bank with the Account Bank Minimum Ratings in respect of each of the Rating Agencies rating the Notes has been duly appointed.

The Issuer may revoke its appointment of the Issuer Account Bank by not less than 30 days' notice to the Issuer Account Bank (with a copy to the Issuer Security Trustee and the Issuer Cash Manager) provided that such revocation shall not take effect until a substitute has been duly appointed. Furthermore, the Issuer shall forthwith terminate the appointment of the Issuer Account Bank if, *inter alia*: (a) the Issuer Secured Liabilities are fully and finally discharged; (b) the Issuer Account Bank becomes incapable of acting as the Issuer Account Bank; (c) an Insolvency Event occurs in relation to the Issuer Account Bank; (d) the Issuer Account Bank no longer has the Account Bank Minimum Ratings in respect of the Rating Agencies except that if there is no other clearing bank which maintains the Account Bank Minimum Ratings, the appointment of the Issuer Account Bank shall not terminate until such time as there is a bank which meets the applicable criteria or until some other arrangement is made which will not result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes; (e) the Issuer Account Bank defaults in the performance of any of its material obligations under the Issuer Account Bank Agreement, subject to the applicable grace period, and, as applicable, provided that such termination shall not take effect until a replacement financial institution or institutions having the Account Bank Minimum Ratings (in respect of the Rating Agencies rating the Notes) shall have entered into an agreement in form and substance similar to the Issuer Account Bank Agreement. Upon the occurrence of (d) above, the Issuer Account Bank shall be replaced no sooner than 33 calendar days from the day on which the Issuer Account Bank no longer holds the Account Bank Minimum Ratings and no later than 60 days, provided that if the Issuer has used reasonable

commercial efforts to so replace the Issuer Account Bank and has not been able to do so upon the expiry of those 60 days, the obligations of the existing Issuer Account Bank under the Issuer Account Bank Agreement will continue (even if past the 60 days) until a substitute Issuer Account Bank having the Account Bank Minimum Ratings has been appointed in accordance with the Issuer Account Bank Agreement (and the Issuer will continue to use reasonable commercial efforts to find a replacement Issuer Account Bank which holds the Account Bank Minimum Ratings).

AGENCY AGREEMENT

Pursuant to the Agency Agreement to be entered into on the Closing Date between, *inter alias*, the Issuer, the Note Trustee and the Principal Paying Agent, provision has been made for, among other things, payment of principal and interest in respect of the Notes.

PROPERTY MANAGEMENT AGREEMENT

Each of the Propcos and the Borrower will enter into a property management agreement (the “**Property Management Agreement**”) with Folio London Limited (the “**Property Manager**”), pursuant to which each of the Propcos appoints the Property Manager as the managing agent of the Properties with effect from the Closing Date. The Property Management Agreement will also deal with the appointment of, and define the role of, Folio London Limited as “**Obligor Cash Manager**”.

The Property Management Agreement will be subject to a Duty of Care Deed.

Duties of the Property Manager

The Property Manager will take such action as a Propco may require to enable the relevant Propco to perform any of its obligations relating to management and maintenance of the Properties as set out in the Obligor Transaction Documents.

The duties of the Property Manager with respect to each Property will be split into management and maintenance duties which include the following (which the Property Manager is required to carry out in a good and efficient manner, with due diligence and with the degree of skill and competence to be expected of an experienced real estate manager, having regard to the principles of good estate management, and professional codes of conduct as laid down by the RICS Code and in accordance with Good Industry Practice):

Management

- (A) *Records, accounts, inspections and audits* (maintaining up-to-date records and accounts, maintaining proper file records and records of correspondence, maintaining up-to-date schedules of tenancies, details of break option and rent review dates, periods and dates of notices required to be given, termination dates of tenancies and other dates material to each tenancy for notices to be given by the Propcos, maintaining accurate copies of deeds, documents and dealings, appointing and paying auditors and bankers, setting up and maintaining separate bank accounts in compliance with the relevant RICS Code in relation to each Property (for retention of service charges and other contributions from Tenants required for meeting costs of services incurred until disbursed and for the Property Manager’s personal accounts for fees and expenditure);
- (B) *Budgets* (preparation of an annual budget and, where services are to be provided by the Propcos under a lease or tenancy, producing by the last month of the year ending 31 March (a “**Service Charge Period**”) the budget for meeting expenditure for the ensuing Service Charge Period as required by the relevant RICS Code, for notification to Tenants);
- (C) *Accounting* (accounting immediately with cleared funds representing rent and other such income received with such interest as has accrued while retained in the account of the

Property Manager and not required for retention or reserve, complying with service charge provisions in accordance with the obligations of Propcos pursuant to tenancies, producing for inspection and audit all such records and accounts and producing for inspection to Tenants service charge records and vouchers as Tenants may properly require);

- (D) *Lettings etc.* (engaging and paying letting agents, consultation with prospective Tenants prior to handover, receiving and administering referrals and enquiries in respect of grants of tenancies, administration of allocations and of new Tenants moving in, including the issuing of keys, tenancies, handbooks and other relevant documents to the Tenants, signing tenancies in agreed form on behalf of the Propcos, administering transfers and assignments, establishing waiting lists for each Dwelling (where appropriate), setting up and maintaining tenancy records and maintaining a void control system);
- (E) *Collection of rent etc. and outgoings* (collection and recording of rents and other income from tenancies, recovery of service charge and charges for utilities' services from Tenants, and making such refunds to them as may be required, (in relation to leasehold dwellings only) collection of insurance premiums, service charges and contributions payable by Tenants, calculating, estimating and apportioning service costs and, in relation to leasehold dwellings only, insurance premiums and applying to Tenants for payments on an interim basis, and on a final basis after the end of a Service Charge Period, administering the Propcos' rent arrears policy and monitoring arrears, demanding arrears of rent, service charge, insurance contributions and other payments from Tenants and former Tenants, engaging and paying lawyers, assisting solicitors and counsel and issuing instructions to solicitors or other collecting agencies for the recovery of arrears as appropriate, collecting, holding and administering rent deposits in line with Good Industry Practice, reporting to the Propcos on cashflows and arrears, paying demands for rates, water charges, supply and service accounts and other periodical outgoings in respect of those parts of each Property and Dwelling which are the responsibility of the relevant Propco, liaising with Tenants over rating assessments in order to coordinate representation and appeals against them as may be appropriate, where instructed to do so, notification and invoicing to Tenants of rent and of information concerning rents and liaising with housing benefit and other agencies on rent related issues and claims);
- (F) *Repairs and statutory compliance* (regularly monitoring the state and condition of each Property and the need for repair, renewal, maintenance, decoration, cleansing and upkeep of each Property, instructing and paying professional advisers in connection with such work, dealing with requests for repairs by Tenants, arranging and providing energy performance certificates) (the Property Manager may delegate the actions set out herein in accordance with the Property Management Agreement);
- (G) *Supervising Tenants' duties and rights etc.* (monitoring the premises of Tenants for compliance by the Tenants with repairing and decorating obligations where instructed to do so, inspecting homes and supervising and enforcing compliance with obligations of Tenants, handling enquiries, complaints from Tenants, members of the public and public authorities, and arranging or attending meetings relating to these matters, dealing with applications for licences to assign, to sublet and, in relation to leaseholds only, to mortgage and for alterations, obtaining references, considering references, considering proposed alterations and instructing solicitors (subject to compliance with court rules), surveyors and other relevant professionals, where appropriate, where the right of recovery from the Tenant has been reserved for fees and costs so incurred, responding to Tenant-related disputes on site, consulting with Tenants on all issues relating to the management of their homes, providing and encouraging effective means of consultation with Tenants and administering an ongoing scheme in respect of consultation, managing anti-social behaviour and other tenancy breach in accordance with Good Industry Practice, liaising with police, local authorities and other public services where necessary for proper management of the Properties, managing all breaches of the tenancies within agreed policies and procedures, taking steps for instruction of solicitors for legal action in the name of the Propcos and, if relevant and if

permitted by the court, attending court, advising the Propcos of potential insurance claims and taking action on behalf of the Propcos in relation to such claims and, in the case of leaseholds only, dealing with any application for enfranchisement by leaseholders);

- (H) *Rent reviews, lease renewals and new lettings* (conducting rent reviews, termination and re-letting and new letting of Tenancies under relevant legislation, preparing and serving of rent review and increase notices, quoting for and negotiating and implementing the review and increase of rents, instructing and paying, supervising and liaising with the Propcos' solicitors for the service of notices to be given to Tenants, dealing with the letting of vacant accommodation and instructing estate agents, subject to prior authorisation of the relevant Propco and otherwise in accordance with all Applicable Laws and Good Industry Practice, dealing with valuation aspects of break clauses, options, rights of pre-emption and the like, dealing with negotiations of renewals and surrenders of tenancies, dealing with the statutory rights and notices received or to be given under housing legislation and landlord and tenant legislation relating to residential tenancies, to the extent permitted in accordance with court rules, dealing with court hearings to determine disputes involving Tenancies, including instructing and paying and attending at conferences with solicitors and counsel, and (if relevant if so permitted by the court) giving evidence in Court);
- (I) *General supervisory duties* (the general supervision and administration of services and of the performance of staff employed or engaged for the purpose, ordering supplies and replacement of items required in connection with the running of the Properties and the Dwellings, supervising and procuring performance of agreements by contractors, suppliers and others, reviewing, placing and paying for insurance and renewals of cover of the Properties and the Dwellings and for adjustments of cover on a change of circumstances in conjunction with the Clients' insurance brokers and periodically to obtain a revaluation for insurance purposes and arranging for planting, replanting, maintenance and upkeep of garden and open areas of each Property, instructing professionals, including (without limitation) in relation to the provision of fire risk assessments);
- (J) *Policy, insurance and reporting duties* (taking action on management policy, answering enquiries of estate agents and solicitors on management matters on the disposal of, or grant of an interest in, a Property, taking action in compliance with the Propco's insurance obligations under the IBFA, providing copies of documents, policies, leases and the like and formulating, preparing and implementing a management strategy to enhance the performance and total returns of the relevant Property);
- (K) *Valuations* (procuring and obtaining the provision, on a timely basis, of valuations of the Properties in accordance with the terms of the Obligor Transaction Documents).
- (L) *Other duties* (doing such acts, matters and things reasonably incidental to the specified management duties of the Property Manager and doing such acts, matters and things may reasonably be regarded as being within day-to-day management of each Property).

Maintenance

- (A) *Repairs and statutory compliance; general maintenance* (carrying out regular testing in line with Good Industry Practice of mechanical and electrical installations on the Properties and the Dwellings and security and fire prevention equipment, carrying out works of maintenance, repair, renewal, maintenance, decoration, cleansing and upkeep of buildings, structures, services, conducting media and open areas at the Properties and the Dwellings, carrying out works and other action in order to comply with statutory requirements, and the requirements of competent authorities and insurers, engaging and instructing contractors in connection with such work, carrying out works required in case of emergency to the extent necessary to prevent danger to Tenants, occupiers or members of the public, or prevention of further loss or damage, cleaning, dealing with and paying council tax and water rates on vacant dwellings and bearing incidental costs of council tax collection, dealing where

relevant with laundry and linen, refuse disposal, paying for electricity in common parts and furniture purchase/replacement (and the Property Manager will have the right to delegate such actions in accordance with the Property Management Agreement)).

- (B) *General supervisory duties* (arranging for fire alarm systems, sprinkler and emergency escape facilities to be regularly tested, and to be kept in working order, and for regular fire practices to be carried out, arranging for security systems and alarms to be regularly tested and to be kept in working order, arranging for regular inspections and regular periodic maintenance and repair of boilers, lifts, air conditioning and ventilation and other equipment in or on the Properties, arranging tests on tools and utensils and annual change-overs on sprinkler systems and air-conditioning, ventilation and water supplies, arranging for compliance with statutory requirements in relation to health, safety and welfare of Tenants and members of the public at the Property including pest control. Acting as the Responsible Person under the RRO in relation to the Properties (Controlled) (if and when there is an obligation to provide an accountable person for the purpose of provision of fire risk assessments, to be responsible for ensuring compliance by the Propco with any such duty falling on the Propco), use all reasonable endeavours to ensure the relevant third party landlord (“**TPL**”) discharges its duties of a Responsible Person under the RRO in relation to the Properties (Third Party) (if and when there is an obligation to provide an accountable person for the purpose of fire risk assessments, to use all reasonable endeavours to ensure that the relevant TPL discharges any such duty falling on the TPL), maintaining an accident book, copies of fire certificates and statutory reports, fire alarm logbooks and other such matters and arranging for planting, replanting, maintenance and upkeep of garden and open areas of the Properties. For the purposes of this sub-clause, “**Properties (Controlled)**” means the properties listed in column 2 of Schedule 1 of the Property Management Agreement and any other Properties in respect of which the Property Manager is the Responsible Person; and “**Properties (Third Party)**” means the properties listed in column 3 of Schedule 1 of the Property Management Agreement and any other Properties in respect of which a TPL (which may be or not be a member of the NHG Group) is the Responsible Person.)
- (C) *Headlease obligations* (in relation to each Dwelling and Property in respect of which the relevant Propco is the lessee under a head lease, to take such action as is required for the Propco to comply with its obligations under each head lease, to pay all ground rent and service charges (including, without limitation, contributions to insurance) due under each head lease, and by way of example (and without limiting the generality of these provisions) to pay any demand received by the Property Manager or the relevant Propco as determined from time to time by the landlord of the relevant head lease (or its representative), to pay rates, taxes, assessments, duties, charges, and outgoings (including all charges for gas, electricity and water consumed in the relevant property which the relevant Propco would be, or becomes, liable to pay), to pay all and any outgoings liabilities costs expenses and other burdens arising under or in relation to any statute, regulation or legislation, including any planning or environmental enactment, regardless of whether such requirements are imposed on the landlord of the relevant headlease, the relevant Propco or occupier of the relevant Property, to pay any interest due on late payment in accordance with the head lease, to repair, cleanse, amend and keep the relevant property (including painting and decoration) in good and substantial repair and condition, to permit and co-operate with the head landlord to the relevant headlease (or its authorised representative) to exercise any right, undertake any repair, inspections or deliver/ serve any notice under the relevant headlease, in respect of any notice of breach of the relevant Propco’s obligations as lessee, remedy the breach, to execute all works including investigation mitigation and remediation, where caused by the act or omission of the relevant Propco, the Property Manager on its behalf or any occupier, and take appropriate action to comply with any statute or any government department, local authority other public or competent authority, environmental authority or court, whether such requirements are imposed on landlord or tenant of the relevant head lease or the occupier, to serve on the landlord of the relevant head lease a copy of any notice order or proposal relating to the relevant Property which has been served

on the Property Manager or relevant Propco by any public authority, to comply with any statutes and any other obligations imposed by law or by any by-laws applicable to the relevant Property, to give written notice (and any other documentation required by the relevant head lease) of any assignment or charge relating to the relevant Property to landlord of the relevant head lease (or its representative) and pay all tax and reasonable charges for its registration, to supply a list of occupiers of residential units at the relevant property on request by the landlord of the relevant headlease, to take appropriate action to prevent any easement or right belonging to or used with the property from being obstructed or lost and not knowingly allow any encroachment to be made on or easement acquired over the relevant Property, to give notice to the landlord of the relevant head lease of any defect or want of repair in the common parts of the relevant property and to pay and indemnify the landlord as required by the relevant head lease against fees and expenses (including those payable to lawyers, surveyors and bailiffs) under the relevant headlease, to use all reasonable endeavours to ensure that the relevant TPL discharges its duties of a Responsible Person under the RRO and, in this connection, to ascertain at regular intervals whether the TPL is discharging those duties and if not, to notify the relevant Propco of such failure).

- (D) *Other duties* (doing such acts, matters and things reasonably incidental to the specified duties of the Property Manager in respect of maintenance and doing such acts, matters and things may reasonably be regarded as being within day-to-day maintenance of each Property)

If there is a conflict between any specific obligation under the Property Management Agreement (insofar as it applies to the role of the Property Manager) and Good Industry Practice, Good Industry Practice shall prevail and if there is any conflict with the relevant RICS Code, the RICS Code shall prevail, in each case to the extent relevant to the Property Manager's appointment.

Duties of the Obligor Cash Manager

The duties of the Obligor Cash Manager are those set out in the relevant Obligor Transaction Documents (whether as an obligation of the Obligor Cash Manager in accordance with the terms of the relevant Obligor Transaction Document or as may be requested of the Obligor Cash Manager by the Borrower or a Client from time to time in accordance with the terms of the relevant Obligor Transaction Document).

The Obligor Cash Manager is authorised by the Borrower and each Propco to make and provide to the Obligor Secured Creditors any calculation to be provided by the Borrower or a Propco under the terms of the Obligor Transaction Documents, give the necessary instructions to enable payments contemplated by the Obligor Transaction Documents to be made on its behalf and to take the requisite actions to authorised on its behalf the acquisition of Authorised Investments as permitted under the Obligor Transaction Documents without further reference to or the consent of the Borrower and the relevant Propco.

In acting as an agent of the Borrower and each Propco, the Obligor Cash Manager undertakes to:

- (A) devote such time and exercise the same level of skill, care and diligence as would a prudent cash manager providing services equivalent to those set out above;
- (B) comply with the terms of the Obligor Transaction Documents insofar as they apply to the Obligor Cash Manager; and
- (C) comply with any directions given by or on behalf of the Borrower and each Propco in connection with the cash management obligations of the Obligors pursuant to, and in accordance with, the Obligor Transaction Documents.

Restrictions on Property Manager and Obligor Cash Manager

Neither the Property Manager nor the Obligor Cash Manager may, without the consent of the Propcos or the Borrower: (A) make profit or commission out of the management of any Property or any cash management services other than (i) the fees due to it under the Property Management Agreement, and (ii) fees for services, additional to those provided on behalf of the Propcos and the Borrower, requested by and agreed with Tenants which do not conflict with the Property Manager's performance or ability to perform its duties to the Propcos; (B) pledge the credit of any Propco and/or the Borrower in any way except as may be provided in the Property Management Agreement; (C) give guarantees on behalf of any Propco and/or the Borrower; (D) compromise, compound, release or discharge debts due to any Propco and/or the Borrower otherwise than in the ordinary course of provisions of the services set out in the Property Management Agreement as Property Manager or Obligor Cash Manager, or otherwise in accordance with the instructions, either general or specific, of a Propco and/or the Borrower; (E) borrow or lend on behalf of a Propco and/or the Borrower; (F) agree to the variation of the terms or conditions of an agreement or arrangement concerning a Propco or the Borrower, unless permitted by the Property Management Agreement and save in the ordinary course of providing the services set out in the Property Management Agreement as Property Manager or Obligor Cash Manager or the duties of the Obligor Cash Manager; (G) conduct litigation on behalf of a Propco and/or the Borrower save in the ordinary course of providing the services set out in the Property Management Agreement as Property Manager or the duties of the Obligor Cash Manager; or (H) do anything which might reasonably be expected to have a materially adverse effect on the capital value of, or income from, any Property.

Tenant Data Escrow Agreement

To enable the Obligor Security Trustee to have access, if necessary, to certain additional tenant data that is available to the Property Manager but that has been anonymised or is otherwise not included in the Tenant Data Tape, the Servicer, the Property Manager and the Obligor Security Trustee will enter into an agreement (the "**Tenant Data Escrow Agreement**") to facilitate such access by the Obligor Security Trustee in certain limited circumstances (and subject to the other terms of the Tenant Data Escrow Agreement), including in the event of the occurrence of any Obligor Event of Default and/or termination of Folio London Limited as Property Manager.

Termination

The Property Management Agreement may be terminated (subject to the Duty of Care Deed) by notice by either party if: (A) the other party has not remedied in all material respects a substantial breach of its duties under the Property Management Agreement after notice from the first party allowing it a reasonable time in the circumstances to do so, and which at the time of the giving of the notice was not of such seriousness as to fall within paragraph (B); (B) a party has committed breaches of its duties under the Property Management Agreement which are individually or cumulatively of such seriousness as to permit the first party to treat the Property Management Agreement as repudiated by breach; (C) a Force Majeure Event (as defined in the Property Management Agreement) continues unremedied for a period of 28 days or more or (D) an event of insolvency occurs in relation to a party.

Each party retains all rights and remedies against the other party for breach of duty after it has terminated the Property Management Agreement. In case of termination by a Propco or the Borrower, the Property Manager or the Obligor Cash Manager will not be entitled to fees which have not accrued due at the time the Property Management Agreement is so terminated.

Fees

The Property Manager is entitled to the Annual Management Fee. The Annual Management Fee is exclusive of value added tax chargeable upon it. The Annual Management Fee is to be treated, where necessary, for apportionment purposes, as accruing on a day-to-day basis and apportionable in respect of time accordingly.

The Annual Management Fee is inclusive of Management Overheads and the Property Manager is not permitted to seek any additional reimbursement from any Propco of any Management Overheads.

The Annual Management Fee does not include any Maintenance Costs or any expenditure in respect of the Bakersfield Remedial Works. Accordingly, the Property Manager is entitled to recover Maintenance Costs and any expenditure in respect of the Bakersfield Remedial Works from the relevant Propcos (in addition to the Annual Management Fee). Each Propco indemnifies the Property Manager for all Maintenance Costs and any expenditure in respect of the Bakersfield Remedial Works incurred by the Property Manager on behalf of that Propco.

If the Property Manager incurs a cost other than those listed in the Property Management Agreement, then the following principles will apply:

- (A) unless the Property Manager, the Borrower and the Propcos agree that such item is a Maintenance Cost or expenditure in respect of the Bakersfield Remedial Works, it will be a Management Overhead; and
- (B) for the purpose of deciding whether an item is a Management Overhead, a Maintenance Cost or expenditure in respect of the Bakersfield Remedial Works, the parties will determine whether the item is most nearly equivalent to those listed in as such in the Property Management Agreement.

The parties will use a dispute resolution process to resolve any disputes as to whether a cost is a Management Overhead, a Maintenance Cost or expenditure in respect of the Bakersfield Remedial Works.

The Obligor Cash Manager acknowledges that the Annual Management Fee is sufficient for, and covers, the performance of the duties of the Obligor Cash Manager in accordance with the terms of the Property Management Agreement and that there are no outgoings which it is entitled to recover from the Property Manager.

For the purpose of the Property Management Agreement, a cost is incurred when an invoice or a certificate for payment of that cost is received by the Property Manager.

The Property Manager shall prepare, in respect of each Month (or part of a Month, including in the case of the Month in which the Closing Date occurs) an invoice in respect of all the fees and costs incurred by the Property Manager in relation to the Propcos in that Month (such invoice to include, amongst other things, the relevant portion of the Annual Management Fee and any Maintenance Costs, Service Costs and any expenditure in respect of the Bakersfield Remedial Works incurred in respect of that Month and a breakdown of such fees by reference to each Propco). The Parties agree that any such invoice raised in respect of a Month will be presented to the Borrower and the Propcos for discharge on the Monthly Waterfall Date in the Month immediately following the Month in respect of which such fees and costs were incurred.

The Property Management Agreement lists the following as Management Overheads: Advertising & Mailing, Agency Staff Costs, Annual Valuation Charge, Apprenticeship Levy, Architect/Surveyors/Structural Engineer, Audit Fees, Bank Charges, Catering, Comp Hardware - Depreciation Charge, Comp Software - Depreciation Charge, Consultancy, Couriers, Customer Compensation, Depreciation, Direct Staff Costs, Employee Health & Safety, Energy Performance Cert (EPC), Estate Agent Fees – Initial Letting, Estate Agent Fee - other, Publicity and public relations, Hire of equipment, Hospitality, Information Technology & Telecommunications, Insurance Premiums, Legal Fees – Arrears, Legal Fees - General Advice, Legal Fees – Other (all legal fees to the extent not recovered from third parties), Managers Thank You (i.e. staff rewards), Maintenance Contract – Computer Hardware, Maintenance Contract – Computer Software, Office costs (management related) including stationery, professional membership and couriers, Other Consultancy, Other Employee Cost, Other operating costs (management related), Other Travelling

Expenses, Payroll, Pension PHI Monthly Permanent, Photos & Videos, Professional Membership, Promotion Incentives, Publicity – Initial Letting, Recruitment, Reference Checks and Inventory Fees, Revenue Purchase Comp Hardware & Software and Data Protection Consumables, Salaries Monthly Permanent, Social Security Monthly Permanent, Stationery, Subscriptions, Sundries (management related), Telephone – Mobile Phones, Tenant Compensation, Tenant Events & Transport Expenses, Training – External Qualifications, Training – General, Training – Internal Courses, and Vehicle Costs.

The Property Management Agreement lists the following as Maintenance Costs: All payments required under the relevant headlease obligations of the Propcos, Bailiff and Summons Charges (Council Tax), Cleaning, Cleaning Contracts, Communal/Emergency lighting repairs extra to contract, Communal H&HW maintenance contract, Consultants-Mechanical & Engineering Engineers, Council Tax and Rates (Water Business etc), Council Tax on Voids, Damages for Disrepair, Damp Works, Disposal of Non Housing Assets, Door Entry – Install & Replace, Door Entry Extra to Contract, Electrical Testing & Remedial Works (Residential), Electricity, Equipment Purchase & Repair, Estate improvement, Fire Alarm & Prevention, FRA Action including payment of professionals for any deliverable associated with the function of Responsible Person and the conduct of remedial and other work associated with that function, Furniture, Gardening, Gas, Gas 3 Star Maintenance Contract, General Maintenance (responsive, day to day works), Graffiti Removal, Laundry & linen, Lift (Passenger), Main Relet Works, Maintenance Contract (servicing and maintenance of Dwellings), Mechanical & Engineering Servicing and Maintenance; other contract works relating to Dwellings, Maintenance Management Fee – Plentific, MVHR Extra to Contract, Office Garages and Units, Other Property Related expenses related to Dwellings, Pest Control & Bacteria Testing, Reactive Maintenance – Communal Security – Electronic Gate, Refuse Disposal, Reinvestment Works, Revenue Purchase – Furniture, S106 Irrecoverable Costs, Service charges, Site Security Entry to Contract, Service Charge (SVC) (asset management team – AMT) Cold water system maintenance contract, SVC (AMT) Communal/Emergency lighting maintenance contract, SVC (AMT) Mansafe systems maintenance contract, SVC (AMT) Passenger Lifts Maintenance Contract, SVC Bulk Refuse Disposal, SVC Cleaning, SVC Communal internal cleaning, SVC Communal Plant Maintenance, SVC Communal – repairs, SVC Communal water supply, SVC Daily Building Fabric Repairs SCH1, SVC Electricity, SVC Estate Maintenance, SVC Fire Safety Maintenance, SVC Gardening, SVC Gate Maintenance, SVC Internal electricity supply, SVC Lift Maintenance, SVC Lift Servicing and planned maintenance, SVC Other, SVC Personal consumption electricity, SVC Pest Control, SVC S106 Recoverable Service Charge Payable, SVC Security - Electronic gate, SVC Service Charge - Water boosted supply pumps se, SVC Service charge- water boosted supply pumps rep, SVC Water, SVC Water Hygiene Risk Assessment, SVC Window Cleaning, Variable Price Maintenance, and Voids Maintenance.

Liability of the Property Manager and the Obligor Cash Manager

The entire liability of the Property Manager and the Obligor Cash Manager under or in connection with the Property Management Agreement, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, product liability or otherwise, shall not exceed £5,000,000. Liability will not be excluded or restricted for:

- (A) death or personal injury resulting from negligence;
- (B) fraud or fraudulent misrepresentation;
- (C) any liability which cannot be excluded by virtue of any applicable law;
- (D) deliberate breach of the Property Management Agreement by virtue of a decision of the management of a party; or
- (E) any claim or proceedings resulting from certain specified breaches of the Property Management Agreement.

DESCRIPTION OF THE SERVICING ARRANGEMENTS

Servicing and Special Servicing of the Issuer/Borrower Loan

Pursuant to the Servicing Agreement, the Issuer will appoint CBRE Loan Services Limited as the Servicer and as the Special Servicer to provide certain services in relation to the Issuer/Borrower Loan and the related Transaction Obligor Security.

The Issuer will give to the Servicer, and for so long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer, the full power, authority and right to act in its name and on its behalf as its lawful attorney and agent in connection with the exercise of the rights of the Issuer (as lender of the Issuer/Borrower Loan and Obligor Secured Creditor) under and in respect of the Issuer/Borrower Loan and the Obligor Transaction Documents. When exercising its obligations and discretions under the Servicing Agreement, the Servicer or, for so long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer, must act in accordance with, among other things, the Servicing Standard.

The Servicer and/or the Special Servicer (as applicable) is not obliged to take any course of action or to refrain from taking any course of action which would violate any applicable law or regulation or would result (or be reasonably likely to result) in any claim or proceedings against the Servicer or the Special Servicer (as applicable) which would be reasonably likely, in the opinion of the Servicer or Special Servicer (as applicable) to succeed and which would give rise to any liability for the Servicer or Special Servicer (as the case may be).

Directions by the Issuer Security Trustee

Pursuant to the Servicing Agreement, following the delivery of an Issuer Enforcement Notice, each of the Servicer and the Special Servicer must act (or refrain from acting), in respect of the Issuer/Borrower Loan, in accordance with the written directions of the Issuer Security Trustee notwithstanding that such actions or refraining from such action may be contrary to the Servicing Standard (and, for the avoidance of any doubt, neither the Servicer nor the Special Servicer will have any liability to any person for losses or liabilities it may suffer as a result of any actions it may take or refrain from taking in strict accordance with such instructions).

Servicing Standard

Subject to the previous paragraph and save as otherwise provided in the Servicing Agreement, each of the Servicer and the Special Servicer is required to perform its duties on behalf of and for the benefit of the Issuer and, following and subject to the delivery of an Issuer Enforcement Notice, the Issuer Security Trustee in accordance with and subject to the following (the “**Servicing Standard**”). The Servicer and the Special Servicer must act:

- (a) in accordance with applicable legal and regulatory requirements;
- (b) in accordance with the terms of the Obligor Transaction Documents to which it is a party;
- (c) in accordance with the terms of the Servicing Agreement and other Issuer Transaction Documents to which it is a party;
- (d) in the best interests and for the benefit of the Issuer, using reasonable judgment and as determined in good faith by the Servicer or the Special Servicer (as the case may be);
- (e) to a standard of care which is the higher of:
 - (i) the standard of care and with the same skill, care and diligence it applies to servicing similar loans for third parties; and

- (ii) the standard of care and with the same skill, care and diligence it applies when it services commercial mortgage loans beneficially owned by it and/or by its Affiliates,

in each case giving due consideration to the customary and usual standards of practice of prudent commercial mortgage loan servicers which service loans similar to the Issuer/Borrower Loan, with a view to: (A) the prudent and timely exercise of the rights of the Issuer under the Obligor Transaction Documents; (B) the timely collection of all sums due to the Issuer in respect of the Obligor Transaction Documents; and (C) if an Obligor Event of Default occurs and is continuing, maximising recoveries in respect of the Issuer/Borrower Loan on or before the Final Maturity Date (without prejudice to limb (B) above), and, if there is a conflict between any of the requirements set out in paragraphs (a) to (e) (inclusive) above, giving priority to those provisions which appear earlier in such paragraphs.

Rights of delegation

The Servicer or, in the case of the Specially Serviced Loan, the Special Servicer may, in certain circumstances, without the consent of any other person (including, without limitation, the Issuer), subcontract or delegate their respective obligations under the Servicing Agreement subject to certain conditions. Notwithstanding any sub-contracting or delegation of the performance of any of its obligations under the Servicing Agreement, the Servicer or for so long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer, as the case may be, will not be released or discharged from any duty, obligation or liability thereunder and each will remain responsible for the performance of its respective obligations under the Servicing Agreement.

Other responsibilities of the Servicer and the Special Servicer

In addition to its obligations described above, the Servicer or, if the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer will have certain obligations with respect to managing the interests of the Issuer, and the Issuer Security Trustee, as applicable, including with respect to taking any actions to realise the Transaction Obligor Security related to the Issuer/Borrower Loan. See “*Modifications, waivers, amendments and consents*” below.

The Servicer has agreed from the Closing Date to monitor the long-term credit ratings of the Borrower Account Bank from time to time on a monthly basis, and to notify the Issuer immediately of any change in the long-term credit ratings of the Borrower Account Bank (including the placing of any rating on credit watch or its equivalent). The Servicer has also agreed to establish, promptly upon becoming aware of any change of any such rating, whether as a result of that change any Rated Issuer/Borrower Loan Level Institution has actually ceased to comply fully with the then applicable rating requirements under the Borrower Account Bank Agreement and the course of action that will be required to remedy that non-compliance in accordance with the Borrower Account Bank Agreement.

Special Servicing Transfer Event

The Servicer will have the sole responsibility to service and administer the Issuer/Borrower Loan until the Issuer/Borrower Loan is designated a Specially Serviced Loan, following the occurrence of a Special Servicing Transfer Event.

Subject to the provisions of the Servicing Agreement, the Issuer/Borrower Loan will become subject to a Special Servicing Transfer Event if any of the following events occurs (each a “**Special Servicing Transfer Event**”):

- (a) an Obligor Event of Default is existing on the Loan Maturity Date;
- (b) any payment by an Obligor under any Obligor Transaction Document, different from that under paragraph (a) above, if any, being more than 30 days overdue following the date upon which the non-payment constituted an Obligor Event of Default;

- (c) any Obligor becomes subject to Insolvency Proceedings;
- (d) the occurrence of an Obligor Event of Default arising as a result of any creditors' process or cross-default; or
- (e) any other Obligor Event of Default occurs or is, in the Servicer's opinion, imminent and in either case is not likely (in the Servicer's opinion) to be cured within 21 days of its occurrence and which is likely, in the Servicer's opinion, to have a material adverse effect in respect of the Issuer.

Promptly upon becoming aware of the occurrence of a Special Servicing Transfer Event, the Servicer will notify details of the same to the Issuer, the Issuer Security Trustee, the Note Trustee, the Issuer Cash Manager, the Rating Agencies, the Special Servicer, the Loan Facility Agent and the Obligor Security Trustee. Upon delivery of such notice, the Special Servicer will automatically assume all of its duties, obligations and powers and the Issuer/Borrower Loan will become a **"Specially Serviced Loan"**.

A Specially Serviced Loan will become a Corrected Loan upon the discontinuance of any event which would constitute a non-payment Special Servicing Transfer Event for two consecutive Quarterly Waterfall Dates and the facts giving rise to any other Special Servicing Transfer Event ceasing to exist, provided that no other matter exists which would give rise to the Issuer/Borrower Loan becoming a Specially Serviced Loan. Servicing of the Issuer/Borrower Loan, once it has become a Corrected Loan, will be retransferred to the Servicer.

Notwithstanding the appointment of the Special Servicer, the Servicer shall continue to provide specific services as set out in the Servicing Agreement in relation to the Issuer/Borrower Loan which will include, among other things and without limitation, collecting information, preparing reports and performing administrative functions, subject to receipt by it of the required information from the Special Servicer (but will not be subject to any of the duties and obligations of the Special Servicer and shall not be entitled to receive the Special Servicing Fee with respect thereto). Neither the Servicer nor the Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Servicing Agreement, unless the Servicer and the Special Servicer are the same entity.

Asset Status Report

Pursuant to the Servicing Agreement, if a Special Servicing Transfer Event occurs, the Special Servicer will be required to prepare an asset status report with respect to the Issuer/Borrower Loan and the Properties not later than 60 days after the occurrence of such Special Servicing Transfer Event (an **"Asset Status Report"**).

To the extent that the Special Servicer requires information from the Obligors and/or the Loan Facility Agent and/or the Obligor Security Trustee in order to be able to prepare an Asset Status Report it must promptly request the same of the Obligors (or direct the Loan Facility Agent or Obligor Security Trustee to request the same from the Obligors) and/or the Loan Facility Agent and/or the Obligor Security Trustee (as applicable). Promptly upon receipt of each such request, the Loan Facility Agent or the Obligor Security Trustee, as applicable, must supply to the Special Servicer such information as it has relating to the subject matter of such request and/or request such information from the Obligors, as applicable.

The Servicing Agreement will provide that the Asset Status Report should contain (to the extent practicably possible) among other things:

- (a) a description of the status of the Issuer/Borrower Loan and the Properties, details of any strategy with respect to the same and any negotiations with the Obligors;

- (b) a discussion of the general legal considerations reasonably known to the Special Servicer, consistent with the Servicing Standard, that are applicable to the exercise of remedies under the Obligor Transaction Documents and to the enforcement of the Transaction Obligor Security;
- (c) information as to whether external legal counsel has been retained by the Special Servicer;
- (d) a consideration of the effect on net present value of the various courses of action with respect to the Issuer/Borrower Loan including, without limitation, a work-out of the Issuer/Borrower Loan;
- (e) the most current Monthly Management Report for the Properties;
- (f) a summary of the Special Servicer's recommended actions and strategies with respect to the Issuer/Borrower Loan which, subject to the terms of the Servicing Agreement, shall be the course of action that the Special Servicer has determined would maximise recovery on the Issuer/Borrower Loan on a net present value basis;
- (g) the latest Valuation of the Properties, together with the assumptions used in the calculation thereof, in the same form and scope as the Initial Valuation (unless otherwise certified by the Special Servicer as being market standard in form and scope); and
- (h) such other information as the Special Servicer deems relevant in light of the Servicing Standard.

Promptly after the Asset Status Report has been prepared or modified in accordance with the Servicing Agreement, the Special Servicer shall deliver a copy of such Asset Status Report to each Rating Agency, the Servicer, the Issuer Security Trustee and the Issuer.

The Special Servicer will also be required to deliver to the Issuer, the Issuer Security Trustee and the Note Trustee a draft form of a proposed notice to the Noteholders that will include a summary of the current Asset Status Report (which will be a brief summary of the current status of the Properties and current strategy with respect to the Issuer/Borrower Loan, with information redacted if and to the extent (i) the Special Servicer determines, in its reasonable discretion, that it may compromise the position of the Issuer, as lender, not to do so, or (ii) publication of such tenant data would breach any applicable laws or regulations), and the Issuer will be required to publish such notice promptly via a regulatory information service filing or equivalent filing, if any, that complies with the requirements of the relevant exchange on which the Notes are listed and applicable law.

The Special Servicer may, from time to time, modify any Asset Status Report that it has previously delivered and shall modify any such Asset Status Report to reflect any changes in strategy that it considers are required from time to time by the Servicing Standard and shall promptly deliver the modified report to the Rating Agencies and the Servicer and shall deliver a revised summary of the same to the Issuer and the Issuer Security Trustee, which the Issuer shall publish in compliance with the rules of the relevant exchange.

Ad Hoc Review

The Servicer, or for as long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer shall (to the extent permitted by applicable law and the terms of the Obligor Transaction Documents) where any Obligor fails, or is considered by the Servicer or Special Servicer (as applicable) to have failed to have performed, any of the property undertakings under the Issuer/Borrower Facility Agreement or an Obligor Event of Default is otherwise continuing, or whenever the Servicer or Special Servicer, as applicable, becomes aware that such Properties have been materially damaged, left vacant, or abandoned, or if environmental waste is being committed there, upon the Servicer or Special Servicer (as applicable) giving the Borrower three Business Days' prior notice (except in the case of an emergency), enter upon and inspect or cause

to be inspected (including by way of the use of professional advisors), the applicable Properties or otherwise at their discretion in accordance with the Servicing Standard (an “**Ad Hoc Review**”), and in each case subject to any rights of resident tenants (including as to appropriate notice periods).

The Servicer or for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer, is authorised to conduct an Ad Hoc Review more frequently, to the extent permitted by applicable law and the terms of the Obligor Transaction Documents, if the Servicer or, for so long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer, acting in accordance with the Servicing Standard, has cause for concern as to the ability of any Obligor to meet their financial obligations under the Obligor Transaction Documents. An Ad Hoc Review may, but need not necessarily, include an inspection of a sample of the Properties and a consideration of the quality of the cashflow arising from the Properties (in the opinion of the Servicer or the Special Servicer, as applicable) and a compliance check of each Obligor's covenants under the Obligor Transaction Documents. All Ad Hoc Reviews will be performed in such manner as is consistent with the Servicing Standard and will be at the cost and expense of the Issuer and will be subject to additional fees payable to the Servicer or the Special Servicer, as applicable, as may be agreed between the Servicer, the Special Servicer and the Issuer, each acting in a commercially reasonable manner. After it has carried out an Ad Hoc Review, the Servicer or the Special Servicer (as applicable) shall promptly inform the Issuer that it has done so.

Insurance

The Servicer shall, on behalf of the Issuer, establish and administer procedures for monitoring compliance by the Obligor with their obligations under the Obligor Transaction Documents in respect of the maintenance of insurances at all times. Pursuant to the terms of the Servicing Agreement, the Servicer will use all reasonable efforts to monitor the compliance of, and to the extent reasonably practicable, to cause the Obligor to comply with the requirements in respect of the maintenance of insurances as set out in the Obligor Transaction Documents and in accordance with the following paragraph.

If the Servicer or the Special Servicer, as applicable, becomes aware that either: (a) any of the Properties (including, without limitation, fixtures and fixed plant and machinery) are not covered by an insurance policy; (b) an insurance policy may lapse in relation to the Properties due to the non-payment of any premium; or (c) the insurance fails to meet the requirements of the Issuer/Borrower Facility Agreement, the Servicer or the Special Servicer, as applicable, shall use reasonable efforts consistent with the Servicing Standard subject always to all applicable laws and regulations and the terms of the Obligor Transaction Documents (using, if necessary, the proceeds of a Property Protection Advance), to procure that the relevant insurances required by the Issuer/Borrower Facility Agreement are maintained for the Properties in the form required under the Obligor Transaction Documents but shall not be required to advance its own funds for these purposes.

If any Obligor does not comply with its obligations in respect of any insurance policy, the Servicer or Special Servicer will (without any obligation or requirement to expend their own funds to do so) to the extent reasonably practicable, effect or renew any such insurance policy or instruct the Loan Facility Agent to do so (and not in any way for the benefit of the Obligor concerned) and, to the extent permitted under the Obligor Transaction Documents, the Servicer or the Special Servicer, as applicable, shall make claim (or request that the Loan Facility Agent or the Obligor Security Agent makes claim) for the monies expended by the Servicer or Special Servicer, as applicable, for so effecting or renewing any such insurance from the Obligor. However, neither the Servicer nor the Special Servicer is required to pay or instruct payment of any amount described above if, in its reasonable opinion, to do so would not be in accordance with the Servicing Standard.

Property protection

The Obligor Transaction Documents oblige the Obligor to pay certain amounts to third parties, such as insurers and persons providing services in connection with the operation of the Properties.

If any Obligor fails to do so and:

- (a) the amounts standing to the credit of the Borrower Accounts in respect of which the Loan Facility Agent has sole signing rights are insufficient or not available or able to be applied for such purpose; and/or
- (b) the Servicer or (after the occurrence of a Special Servicing Transfer Event) the Special Servicer determines that it would be in the better interest of the Issuer, as lender, that such amounts were paid as opposed to such amounts not being paid, taking into account the relevant circumstances, which will include, but not be limited to, the related risks that the Issuer would be exposed to if such amounts were not paid and whether any payments made by or on behalf of the Issuer would ultimately be recoverable from the Obligors; and/or
- (c) a Property Protection Shortfall has arisen,

then the Servicer or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer may make the relevant third party payment (each such payment by the Servicer or Special Servicer being a **“Property Protection Advance”**) utilising funds (if any) available to the Issuer for such purpose in the Issuer Transaction Account (for the avoidance of doubt, excluding any amounts standing to the credit of the Issuer Liquidity Reserve Account). Neither the Servicer nor the Special Servicer shall be required to advance its own funds for these purposes.

Note Maturity Plan

Without prejudice to any Note Maturity Plan that is approved, if either (a) an Obligor Event of Default has occurred and is continuing unremedied and unwaived on any date which is 6 months or more after the date of occurrence of that Obligor Event of Default; or (b) any part of the Issuer/Borrower Loan remains outstanding immediately following the close of business on the Loan Maturity Date (such date the **“Amortisation Trigger Date”**), the Special Servicer will implement a plan to dispose of (or procure or instruct the disposal of (including by way of the procurement or instruction of any Insolvency Official to the extent permitted by law)) sufficient Properties (at not less than the Relevant Amount in respect of each such Property (save where there is a simultaneous disposal of all the Properties)) in each 12 month period following the Amortisation Trigger Date which will result in the amortisation of the Issuer/Borrower Loan by an amount, in each such 12 month period falling after the Amortisation Trigger Date, which is equal to at least 10% of the amount of the Issuer/Borrower Loan immediately following the close of business on the Amortisation Trigger Date (provided that (save where there is a simultaneous disposal of all the Properties) if a price of equal to or greater than the Allocated Loan Amount in respect of any Property cannot be achieved in respect of any such disposal, there will be no requirement to make such disposal).

If (a) any part of the Issuer/Borrower Loan remains outstanding twelve months prior to the Final Maturity Date (the **“Note Maturity Plan Trigger Date”**) and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Issuer/Borrower Loan (whether by enforcement of the related Transaction Obligor Security or otherwise) are unlikely to be realised in full prior to the Final Maturity Date, the Special Servicer will be required to prepare a draft selection of proposals (the **“Note Maturity Plan”**) and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after the Note Maturity Plan Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage an independent financial or legal expert or receiver to advise the Issuer Security Trustee as to the enforcement of the Issuer Security. The Issuer, with the assistance of and on the direction of the Special Servicer, will publish the Note Maturity Plan with the Regulatory Information Service.

Upon receipt of the draft Note Maturity Plan, the Issuer will publish a draft of the Note Maturity Plan in accordance with Condition 15 (*Notice to Noteholders*) and will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals

contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of the Noteholders (subject to the Servicing Standard) following which it shall promptly (x) provide a final Note Maturity Plan to the Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer, irrespective of whether it results in a Basic Terms Modification or relates to an Entrenched Right and shall have no liability to any person for seeking to implement and subsequently implementing such proposal with no regard to the Servicing Standard. However, the Special Servicer shall not be required to implement any such proposal (i) if to do so would cause it to breach any applicable law or regulation and (ii) until it has been indemnified and/or secured and/or prefunded to its satisfaction. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then the Note Trustee will be deemed to be directed by all the Noteholders to instruct the Issuer Security Trustee to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

Servicing Fee

In consideration of the performance of the Servicer's duties under the Servicing Agreement, on each Interest Payment Date, the Issuer shall pay to the Servicer a fee (the "**Servicing Fee**") in respect of the Issuer/Borrower Loan equal to £30,000 per annum (payable by quarterly instalments of £7,500 per quarter) (or £0 per annum if the Servicer and the Loan Facility Agent are the same entity on the basis that the Loan Facility Agent will receive a fee of £30,000 per annum (payable by quarterly instalments of £7,500 per quarter)). The Servicing Fee shall be payable by the Issuer on each Interest Payment Date in accordance with the applicable Issuer Payment Priorities and along with all other compensation payable by the Issuer to the Servicer under the Servicing Agreement. The Servicing Fee shall continue to be paid notwithstanding the fact that the Issuer/Borrower Loan may have been designated a Specially Serviced Loan.

Special Servicing Fee

On each Interest Payment Date, the Issuer shall pay to the Special Servicer a fee equal to 0.15 per cent. per annum of the outstanding principal balance of the Issuer/Borrower Loan for each day that it is designated as a Specially Serviced Loan (the "**Special Servicing Fee**" and together with the Servicing Fee the "**Servicing Fees**"). The Special Servicing Fee will be payable in addition to the Servicing Fee. The Special Servicing Fee shall cease to accrue if (i) a Liquidation Event occurs or (ii) the Issuer/Borrower Loan is designated a Corrected Loan (where "**Corrected Loan**" means the Issuer/Borrower Loan after discontinuance of any event which would constitute a monetary Special Servicing Transfer Event for two consecutive Interest Periods and the facts giving rise to any other Special Servicing Transfer Event having ceased to exist and no other matter existing which would give rise to the Issuer/Borrower Loan becoming a Specially Serviced Loan).

"**Liquidation Event**" means the Issuer/Borrower Loan is repaid in full or a Final Recovery Determination is made with respect to the Issuer/Borrower Loan.

Liquidation Fee and Workout Fee

If the Issuer/Borrower Loan is a Specially Serviced Loan, the Issuer shall pay to the Special Servicer:

- (a) a liquidation fee (the “**Liquidation Fee**”) equal to 0.70 per cent. of the Liquidation Proceeds on the Interest Payment Date immediately following a Calculation Date immediately following the receipt of such Liquidation Proceeds, provided that no Liquidation Fee will be payable in respect of Liquidation Proceeds:
- (i) where the Issuer/Borrower Loan was a Specially Serviced Loan for a period of fewer than 30 days; or
 - (ii) where the Issuer/Borrower Loan or the Borrower or any relevant part of the Property Portfolio (whether directly or indirectly) is sold to an Affiliate of the Special Servicer; or
- (b) a workout fee (the “**Workout Fee**”) payable to the Special Servicer, if a Specially Serviced Loan subsequently becomes a Corrected Loan. The Workout Fee shall be an amount equal to 0.70 per cent. of each collection of interest and principal received in respect of the Issuer/Borrower Loan for so long as it remains a Corrected Loan. No Workout Fee will be payable if the Special Servicing Transfer Event which gave rise to the Issuer/Borrower Loan becoming a Specially Serviced Loan ceases to exist within 30 days of the Issuer/Borrower Loan becoming a Specially Serviced Loan and no other Special Servicing Transfer Event occurred whilst the Issuer/Borrower Loan remained a Specially Serviced Loan.

The Servicing Fees will cease to be payable in relation to the Issuer/Borrower Loan if (i) the Issuer/Borrower Loan is repaid in full; or (ii) the Special Servicer has determined, acting in accordance with the Servicing Standard, that there has been a recovery of all amounts or recoveries that, in the Special Servicer's judgment, will ultimately be recoverable with respect to the Issuer/Borrower Loan, such judgment to be exercised in accordance with the Servicing Standard (a “**Final Recovery Determination**”).

Each of these fees is exclusive of VAT (if any) properly chargeable thereon.

“**Liquidation Proceeds**” means the proceeds of sale, net of costs and expenses (including any part thereof attributable to VAT) and any taxes (if any) paid or to be provided for out of such proceeds, arising from the sale of the Issuer/Borrower Loan or any Obligor or any part of the Property Portfolio (whether directly or indirectly) following the enforcement of the security in respect of the Issuer/Borrower Loan or upon a sale carried out other than by way of enforcement of the security as a result of the material activity of the Special Servicer in accordance with the provisions of the Servicing Agreement. For the purposes of this definition, what constitutes “material activity” will be determined in the sole opinion of the Special Servicer acting in accordance with the Servicing Standard.

Servicing expenses

The Servicer and the Special Servicer shall be entitled to be reimbursed in respect of out-of-pocket fees, costs, expenses and charges (together with any VAT) properly incurred by them in the performance of their servicing obligations. Such costs and expenses are payable by the Issuer on the Interest Payment Date following the date on which they are incurred by the Servicer or the Special Servicer and without prejudice to any other right to payment or, in the case of fees, costs and expenses which are paid directly by an Obligor immediately on the date which such fees, costs and expenses are collected from an Obligor and without double-counting.

Liability of Servicer and Special Servicer

Neither the Servicer nor the Special Servicer will be responsible for any loss or liability to the Issuer other than those losses caused by its gross negligence, fraud or wilful misconduct. The Servicer and the Special Servicer will not be negligent if it takes any action in reliance on advice received from any advisor, provided that the Servicer or for so long as the Issuer/Borrower Loan is a Specially Serviced Loan, the Special Servicer, was not fraudulent or negligent in its selection of such advisor

and was not aware (nor negligent for not being aware) of any conflict of interest that such advisor might have with respect to the advice being provided where such conflict of interest was a likely source of the loss to the Issuer.

Reporting

The Servicer shall report the following information in respect of each Quarterly Calculation Date (subject to it having first received such up-to-date information from the Obligor Cash Manager and subject to the terms of the Issuer/Borrower Facility Agreement permitting such information to be made public):

- (a) financial covenant compliance calculated in accordance with the methodologies for determining compliance in the Issuer/Borrower Facility Agreement;
- (b) any property acquisitions or disposals since the previous Quarterly Calculation Date; and
- (c) identification of any default actually known under the Issuer/Borrower Facility Agreement as of the close of business on the last day of the month preceding the month in which the relevant Interest Payment Date occurs and a summary description of any action taken since the last statement to Noteholders.

Such additional information provided by the Servicer may be modified from time to time in the Servicer's sole discretion.

The Servicer shall also provide, in respect of each Quarterly Calculation Date, a report based, where necessary, on information provided to the Servicer by the Special Servicer or the Obligor Cash Manager, containing the following relevant information regarding the Issuer/Borrower Loan and the Properties since the previous Quarterly Calculation Date (or, in the case of the first Quarterly Calculation Date, the Closing Date):

- (i) a report setting out the information provided by the Obligors pursuant to the information covenants contained in the Obligor Transaction Documents;
 - (ii) a report setting out, among other things, general information in relation to the Issuer/Borrower Loan; and
 - (iii) a report setting out, among other things, information regarding the Properties,
- (such reports, the "**Servicer Quarterly Report**").

The Servicer Quarterly Report shall be substantially in the form set out in Schedule 3 of the Servicing Agreement, or in such other form as is acceptable to the recipients thereof, acting reasonably. The Servicer Quarterly Report is required to be delivered to the Issuer, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee and the Issuer Cash Manager as soon as it becomes available (and in any event, within 10 Business Days after each Interest Payment Date).

The Servicer Quarterly Report will be made publicly available as part of the Investor Report by the Issuer Cash Manager at <https://investorreporting.gbm.hsbc.com/> (which internet website (including any contents thereof) does not form part of this Prospectus) by a date falling 20 Business Days after (and including) each Interest Payment Date. Following receipt by the Servicer or the Special Servicer, as applicable, of a Valuation, it will deliver a copy of the same to the Issuer Cash Manager to be made publicly available at <https://investorreporting.gbm.hsbc.com/>.

Such additional information provided by the Servicer may be modified from time to time in the Servicer's sole discretion. The Servicer Quarterly Report may be subject to audit by an international auditing firm at the cost of the Issuer upon request of the Issuer Security Trustee.

Enforcement of the Issuer/Borrower Loan

The Special Servicer shall determine and is authorised by the Issuer and (following the delivery of an Issuer Enforcement Notice) the Issuer Security Trustee to determine the best strategy for exercising the rights, powers and discretions of the Issuer in respect of the Issuer/Borrower Loan and the exercise of procedures to enforce those rights, powers and discretions (including in each case providing instructions and authorisations to the Obligor Security Trustee and the Loan Facility Agent as appropriate) following the occurrence of an Obligor Event of Default which is continuing to implement (or, as it reasonably considers necessary, to instruct the Obligor Security Trustee or Loan Facility Agent to implement) such strategy.

As soon as reasonably practicable after the Special Servicer makes a Final Recovery Determination with respect to the Issuer/Borrower Loan, it shall promptly notify the Rating Agencies, the Servicer, the Issuer, the Issuer Cash Manager and the Issuer Security Trustee of the amount of such Final Recovery Determination. The Special Servicer shall maintain an accurate record of the basis of the determination of the Final Recovery Determination.

If the Special Servicer determines that the most appropriate course of action, consistent with the Servicing Standard, would be to sell the Issuer/Borrower Loan, then the Issuer Security Trustee, at the cost of the Issuer, must, at the request of the Special Servicer, release and discharge the Issuer Security in respect of the Issuer/Borrower Loan and the Obligor Transaction Security in order to allow such sale to proceed.

Property Manager Appointment

The Issuer will appoint the Servicer as its lawful agent to identify and to use best efforts to select a replacement property manager acceptable to the Obligor Security Trustee on terms substantially the same as those set out in the then current Property Management Agreement upon the termination or proposed termination of the Property Manager. Where, taking into account the then prevailing market conditions, the Servicer determines that it is not practicable to agree terms substantially the same as those set out in the then current Property Management Agreement, the Servicer shall certify in writing to the Obligor Security Trustee, upon which certificate the Obligor Security Trustee shall be entitled to rely absolutely and without any liability to any person for so doing, that such terms are reasonable commercial terms taking into account the then prevailing current market conditions, such certificate being conclusive and binding on all parties and provided further that the Obligor Security Trustee not shall be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Obligor Security Trustee, have the effect of: (a) exposing the Obligor Security Trustee to any Liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or (b) increasing the obligations or duties, or decreasing the protections, of the Obligor Security Trustee, as appropriate in the Transaction Documents and/or the Conditions.

Termination for cause of the appointment of the Servicer or Special Servicer

The following constitute a “**Servicing Termination Event**” under the Servicing Agreement:

- (a) in respect of the Servicer only, failure by the Servicer, the Loan Facility Agent or the Obligor Security Trustee (but only, in the case of failure by the Loan Facility Agent or the Obligor Security Trustee, if the Loan Facility Agent or the Obligor Security Trustee (as applicable) is the same entity or an Affiliate of the Servicer) to remit funds to or for the account of the Issuer where the same are required to be remitted by any such entity under the Servicing Agreement or the Obligor Transaction Documents by 11.00am (London time) on the first Business Day following the date on which the same were required to be remitted, but only where (i) there are sufficient funds available in the account from which such funds were required to be remitted and (ii) the Loan Facility Agent or the Obligor Security Trustee has sole signing rights over such account from which funds were required to be remitted and provided that if such failure to remit funds is caused by a failure or error in the banking

system and is cured within two Business Days of the restoration of the banking system, such event shall not constitute a Servicing Termination Event;

- (b) in respect of the Special Servicer only, failure by the Special Servicer to remit funds to or for the account of the Issuer where the same are required to be remitted by it under the Servicing Agreement or the Obligor Transaction Documents by 11.00am (London time) on the first Business Day following the date on which the same were required to be remitted, but only where (i) there are sufficient funds available in the account from which such funds were required to be remitted and (ii) the Special Servicer has sole signing rights over such account from which funds were required to be remitted, and provided that if such failure to remit funds is caused by a failure or error in the banking system and is cured within two Business Days of the restoration of the banking system, such event shall not constitute a Servicing Termination Event;
- (c) failure by the Servicer or Special Servicer, as applicable, to observe or perform in any respect any of its other obligations under the Servicing Agreement (whether failure of a specific obligation or failure to observe or act according to the Servicing Standard) and such failure continues unremedied for a period of 30 days after the earlier to occur of (A) the date on which the Servicer or Special Servicer, as applicable, becomes aware of such failure and (B) the date on which written notice of such failure is given to the Servicer or Special Servicer, as applicable, by the Issuer and/or the Issuer Security Trustee provided, however, that with respect to any such failure that is not curable within such 30 day period, the Servicer or the Special Servicer, as applicable, will have an additional cure period of 30 days to effect such cure so long as it has commenced to cure such failure within the initial 30 day period and has provided the Issuer and the Issuer Security Trustee with an officer's certificate certifying that it has diligently pursued, and is continuing to diligently pursue, such cure. If the failure by the Servicer or the Special Servicer, as applicable, is a failure to deliver a complete Servicer Quarterly Report or other report required pursuant to the Servicing Agreement, no Servicing Termination Event shall occur if the failure resulted from the failure of the Special Servicer, the Issuer Cash Manager or the Obligors to deliver the required information;
- (d) breach by the Servicer or Special Servicer, as applicable, of any representation or warranty given by it under the Servicing Agreement in any material respect, and the circumstances giving rise to such material breach are not remedied by the date falling 30 days after the earlier to occur of (A) the date on which the Servicer or Special Servicer, as applicable, becomes aware of such breach and (B) the date on which written notice of such breach is given to the Servicer or Special Servicer, as applicable, by the Issuer and/or (following service of an Issuer Enforcement Notice) the Issuer Security Trustee, provided, however, that with respect to any such failure that is not curable within such 30 day period, the Servicer or the Special Servicer, as applicable, will have an additional cure period of 30 days to effect such cure so long as it has commenced to cure such failure within the initial 30-day period and has provided the Issuer and the Issuer Security Trustee with an officer's certificate certifying that it has diligently pursued, and is continuing to diligently pursue, such cure;
- (e) it becomes unlawful for the Servicer or Special Servicer, as applicable, to perform any material part of its obligations under the Servicing Agreement except in circumstances where no other person could perform such material part of the obligations lawfully;
- (f) the Servicer or Special Servicer, as applicable, pays or has paid any part of its remuneration under the Servicing Agreement to any Noteholder in connection with securing its appointment (or keeping such appointment) under the Servicing Agreement;
- (g) except in connection with a Permitted Reorganisation, an order is made or an effective resolution passed for winding up the Servicer or the Special Servicer;

- (h) except in connection with a Permitted Reorganisation, the Servicer or the Special Servicer ceases to own the whole or substantially the whole of its business or ceases to own the whole or substantially the whole of its commercial mortgage servicing business and, as a result, in the reasonable opinion of the Issuer, there are reasonable grounds to believe that the Servicer or the Special Servicer, as applicable, is unlikely to have the resources to perform its obligations under the Servicing Agreement to a reasonable standard;
- (i) except in connection with a Permitted Reorganisation:
 - (i) the Servicer or the Special Servicer stops payment of its debts (other than debts contested in good faith) or the Servicer or the Special Servicer is deemed unable to pay its debts within the meaning of the insolvency laws applicable to such entity or becomes unable to pay its debts as they fall due or otherwise becomes insolvent;
 - (ii) proceedings are initiated (including the presentation of a petition or filing of documents with the court for administration (other than proceedings for dissolution or winding-up which are contested in good faith and discharged within 60 days or 90 days if such proceedings cannot be discharged within such 60 day period and the Servicer or the Special Servicer as applicable has diligently pursued, and continues to pursue, such discharge during such 60 day period)) against the Servicer or the Special Servicer under any applicable laws concerning liquidation, administration, insolvency, composition or reorganisation (save where such proceedings are frivolous or vexatious or are being contested in good faith by the Servicer or the Special Servicer); or
 - (iii) the Servicer or the Special Servicer, as applicable, become subject to any other insolvency or insolvency proceedings (including in any other relevant jurisdiction) not the subject of paragraphs (i) and (ii) above (other than proceedings for dissolution or winding-up which are contested in good faith and discharged within 60 days or 90 days if such proceedings cannot be discharged within such 60 day period and the Servicer or the Special Servicer as applicable has diligently pursued, and continues to pursue, such discharge during such 60 day period);
- (j) where the Servicer and the Loan Facility Agent cease to be the same entity or an Affiliate of each other.

“Permitted Reorganisation” means a reorganisation or restructuring the terms and the relevant surviving entity of which notification has been provided to the Note Trustee and in relation to which such surviving entity demonstrates to the satisfaction of the Note Trustee that it will, following the completion of the reorganisation or restructuring, not be insolvent, and shall have assumed all of the liabilities and obligations of the Servicer or the Special Servicer, as applicable; provided that the surviving party meets the requirements with respect to successors contained in the Servicing Agreement with respect to the Servicer or Special Servicer, as applicable.

Rights upon Servicing Termination Event; replacement of Servicer and Special Servicer

Upon the occurrence of any Servicing Termination Event in respect of the Servicer or, as applicable, the Special Servicer, the Issuer or, after delivery of an Issuer Enforcement Notice, the Issuer Security Trustee may by notice in writing to the Servicer or the Special Servicer (with a copy to each of the Rating Agencies), as the case may be, terminate the appointment of the Servicer (if the Servicing Termination Event is in respect of the Servicer) or the Special Servicer (if the Servicing Termination Event is in respect of the Special Servicer).

Termination without cause

If the Issuer Security Trustee is notified by the Note Trustee that the Noteholders (acting by Extraordinary Resolution) have directed that the Servicer and/or the Special Servicer be replaced,

then the Issuer shall (by written notice to the Servicer or Special Servicer, as applicable) terminate the appointment of the Servicer or Special Servicer, as applicable.

Termination by Notice

The Issuer may terminate the appointment of the Servicer and/or the Special Servicer (a “**Servicer Termination**”) by giving to the Servicer and/or the Special Servicer at least three months’ written notice to this effect.

Resignation of the Servicer or Special Servicer

Each of the Servicer and the Special Servicer may resign from its appointment as such by giving to the Issuer and the Issuer Security Trustee at least three months’ written notice to this effect (no such resignation will be effective until a replacement servicer or special servicer, as the case may be, has been appointed).

Appointment of substitute

No termination of the appointment of the Servicer or the Special Servicer (or resignation of the same), as applicable, will be effective until (among other conditions) a replacement servicer or special servicer, as the case may be, has been appointed.

If no replacement Servicer or replacement Special Servicer is appointed within 60 days of notice being provided in connection with any termination or resignation of the Servicer, or the Special Servicer (as applicable and, in each case, in accordance with the Servicing Agreement), the Servicer or the Special Servicer (as applicable) may appoint or petition a court of competent jurisdiction to appoint such replacement subject to such replacement satisfying the criteria provided under the Servicing Agreement.

General

Neither the Servicer nor the Special Servicer will be liable for any failure by the Issuer to make any payment due by it under the Notes or any of the other Issuer Transaction Documents, nor will the Servicer or the Special Servicer be liable for any obligation of the Borrower or any other Obligor under the Issuer/Borrower Facility Agreement or the Transaction Obligor Security.

Waivers and consents

Upon the Borrower sending a request to the Loan Facility Agent in respect of an LFA Matter, the Loan Facility Agent shall consult or seek instructions from (as appropriate) the Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) in relation to such LFA Matter.

The Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) will be responsible for considering and responding to any request for a consent, waiver or opinion relating to the Debt Documents within five Business Days of receipt of such request from the Loan Facility Agent.

If the Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) is not, in its sole opinion, able to, or entitled to, give such consent, waiver or opinion it shall notify the Loan Facility Agent of that determination within five Business Days of receipt of the request from the Loan Facility Agent.

The Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) is authorised on behalf of the Issuer and the Obligor Security Trustee to:

- (1) give any consent or grant a waiver if giving such consent or granting such waiver is not, in the opinion of the Servicer or Special Servicer (as appropriate), materially prejudicial to the interests of any of the Obligor Secured Creditors, as appropriate; or
- (2) express an opinion,

to the Loan Facility Agent in respect of any Debt Document to which it is a party as it shall determine (acting reasonably) is consistent with its rights and obligations under and in accordance with the Servicing Agreement, including, without limitation, the Servicing Standard. The Servicer (or, for so long as the Issuer/Borrower Loan is designated a Specially Serviced Loan, the Special Servicer) shall agree to any request by an Obligor to provide a consent if the provisions of the relevant Obligor Transaction Document require such consent to be granted subject to certain conditions being satisfied, provided that the Servicer or the Special Servicer, as applicable, acting in accordance with the Servicing Standard is satisfied that the relevant conditions have been met.

The Servicer shall be under no obligation to exercise its discretion in respect of any LFA Matter and, if it chooses not to do so, the voting procedures set out in the STID shall apply.

Subject to any Entrenched Rights, the Servicer or Special Servicer as appropriate will, without the sanction of the Issuer (and without this being the subject of a STID Proposal), give consent and grant a waiver in respect of any Debt Document that is requested by an Obligor to comply with any:

- (1) criteria of the Rating Agencies which may be published after the Closing Date which consent or waiver the relevant Obligor certifies to the Servicer or Special Servicer as appropriate is required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes; or
- (2) requirements which apply to it under Regulation (EU) 648/2012, subject to the receipt by the Servicer or Special Servicer as appropriate of a certificate from the relevant Obligor that (A) the requested consent or waiver is required solely for the purpose of enabling the Obligor to satisfy its requirements under EMIR and (B) that each of the Rating Agencies has been notified of the proposed consent or waiver and not made the Obligor aware that such consent or waiver will result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency on the Notes, subject, in each case, to: (1) the Servicer or Special Servicer as relevant not being obliged to give any consent or grant any waiver to the extent that doing so would, in the opinion of the Servicer or Special Servicer as appropriate, have the effect of increasing the liabilities, obligations or duties, or decreasing the rights or protections, of the Servicer or Special Servicer as relevant; and (2) the relevant parties to such Debt Documents or other documents having agreed in writing to such consent or waiver.

The Servicer will be entitled to rely on an Obligor's designation of any consent or waiver request described above and the Obligor Secured Creditors will have no right to disagree with such designation.

Limitations on general discretion

No Obligor, nor the Servicer or Special Servicer (as relevant), shall make a request for a consent or waiver or concur in giving consent or granting a waiver in respect of, any Debt Document if such consent or waiver:

- (A) is an Ordinary Voting Matter;
- (B) is an Extraordinary Voting Matter;

- (C) is an Entrenched Right, unless and until the consent of each Affected Obligor Secured Creditor (and, if the Issuer is an Affected Obligor Secured Creditor, each Affected Issuer Secured Creditor) has been obtained or deemed to be obtained as provided below; or
- (D) is subject to an ongoing disagreement with regard to the determination of the voting category or the application of Entrenched Rights pursuant to the relevant provisions of the STID.

Implementation of modifications, consents, waivers and releases

As soon as reasonably practicable, and in any event not later than 10 Business Days after the giving of its consent or its agreement to waive any event, matter or thing in accordance with the relevant provisions of the Servicing Agreement, the Servicer and/or the Loan Facility Agent (as appropriate) shall, at the cost of the Obligors, execute and deliver any deeds, documents or notices as may be required to be executed and/or delivered and which are provided to the Loan Facility Agent and the Servicer and such other applicable persons in order to give effect to the relevant matter or thing which the Servicer has consented to or agreed to waive.

Entrenched Rights

No proposed consent to be given, or waiver to be granted in respect of, any Debt Document to which the Issuer is a party which gives rise to an Entrenched Right shall be effective, and the Servicer or Special Servicer as relevant shall not concur with the Borrower and/or any other person in giving any consent under, or granting any waiver in respect of, such Debt Document unless and until the Loan Facility Agent has notified the Servicer or Special Servicer as relevant that the relevant Affected Obligor Secured Creditors consented to, or are deemed to have consented to, the giving of such consent or waiver by the Servicer (in accordance with the terms of the STID), provided that the Servicer or Special Servicer shall not be obliged to give any consent or grant any waiver to the extent that doing so would, in the opinion of the Servicer or Special Servicer, have the effect of increasing the liabilities, obligations or duties, or decreasing the rights or protections, of the Servicer or Special Servicer.

PAYMENT PRIORITIES

BORROWER PAYMENT PRIORITIES

Borrower Pre-Enforcement Pre-Acceleration Payment Priorities

On each Quarterly Waterfall Date prior to the service of an Obligor Acceleration Notice and/or an Obligor Enforcement Notice, all Available Obligor Receipts on that Quarterly Waterfall Date must be applied for the purpose of enabling the following payments to be made or making provision for the payments of any amounts then due and payable (together with any VAT thereon, as provided for in the relevant Obligor Transaction Document) (the “**Borrower Pre-Enforcement Pre-Acceleration Payment Priorities**”) in each case only to the extent that the preceding items have been paid or provided for in full and the relevant payment does not cause the Administration Account to become overdrawn:

1. **first**, in or towards payment of all amounts which are required to be paid from the Administration Account in respect of the Month immediately preceding that Quarterly Waterfall Date;
2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due (or which will become due and payable during the Interest Period commencing on the Interest Payment Date immediately following that Quarterly Waterfall Date) in respect of:
 - (A) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Obligor Security Trustee and appointees (if any) of the Obligor Security Trustee under the relevant Obligor Transaction Document;
 - (B) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Loan Facility Agent and appointees (if any) of the Loan Facility Agent under the relevant Obligor Transaction Document;
 - (C) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Borrower Account Bank in accordance with the Borrower Account Bank Agreement; and
 - (D) the amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of Issuer/Borrower Facility Fee in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Note Trustee, the Issuer Security Trustee, the Issuer Account Bank, the Paying Agents, the Issuer Cash Manager and the Corporate Services Provider (and each of their appointees (if any)), the Servicer and the Special Servicer under (as applicable) the Note Trust Deed, the Issuer Deed of Charge, the Issuer Account Bank Agreement, the Issuer Cash Management Agreement, the Servicing Agreement and the Corporate Services Agreement;
3. **thirdly**, in or towards:
 - (A) transfer to the General Account of an amount, calculated by the Obligor Cash Manager, as being a reasonable proportion of any United Kingdom and other Tax for which the Obligors are forecast by the Obligor Cash Manager to be liable in respect of the Financial Year in which that Quarterly Waterfall Date falls (such amount to be retained in the General Account and paid in accordance with the terms thereof);

- (B) satisfaction of any amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon); and
 - (C) satisfaction of any amount due and payable (or which will become due and payable during the Interest Period commencing on the Interest Payment Date immediately following that Quarterly Waterfall Date) by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of other Third Party Amounts (including any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction);
4. **fourthly**, in or towards satisfaction (by way of payment to the Issuer Transaction Account) of all interest (excluding the Default Interest Subordinated Amount) which will be due or overdue and payable by the Borrower to the Issuer on the Interest Payment Date immediately following that Quarterly Waterfall Date in respect of the Issuer/Borrower Facility;
 5. **fifthly**, in or towards payment to the Issuer by way of Issuer/Borrower Facility Fee in respect of any Issuer Liquidity Reserve Top-Up Amount which is required to be paid into the Issuer Liquidity Reserve Account;
 6. **sixthly**, in or towards payment to the Issuer of any voluntary prepayment which the Borrower has notified the Issuer is to be paid on the Interest Payment Date immediately following that Quarterly Waterfall Date;
 7. **seventhly**, in or towards payment of any amounts of principal and any Repayment Costs due or overdue and payable by the Borrower to the Issuer under the Issuer/Borrower Loan (to the Issuer Transaction Account);
 8. **eighthly**, in or towards satisfaction of the Default Interest Subordinated Amount; and
 9. **ninthly**, unless an Obligor Event of Default has occurred and is continuing, any surplus remaining following the payment in full of the amounts owing under items (1) to (8) (inclusive) above to or for the account of the Borrower to pay to the General Account as an amount available to make Restricted Payments, in or towards satisfaction of any amounts due pursuant to the NHG Finance Documents or as the Borrower may otherwise direct (including towards making Gift Aid payments to NHG or any other charitable subsidiary of NHG).

Borrower Post-Enforcement Pre-Acceleration Payment Priorities

Pursuant to the relevant provisions of the STID, all Available Enforcement Proceeds must, following the delivery of an Obligor Enforcement Notice but prior to the delivery of an Obligor Acceleration Notice by the Obligor Security Trustee, be applied (to the extent that it is lawfully able to do so) on each Quarterly Waterfall Date by or on behalf of the Obligor Security Trustee (or, as the case may be, any Receiver appointed by it) for the purpose of enabling the following payments to be made or making provisions for the payments of any amounts then due and payable (together with any VAT thereon, as provided for in the relevant Obligor Transaction Document) (the “**Borrower Post-Enforcement Pre-Acceleration Payment Priorities**”) in each case only to the extent that preceding items have been paid or provided for in full and the relevant payment does not cause any Borrower Account to become overdrawn:

1. **first**, in or towards payment of all Maintenance Costs and Service Costs which are required to be paid from the Administration Account in respect of the Month immediately preceding that Quarterly Waterfall Date;

2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due (or which will become due and payable during the Interest Period commencing on the Interest Payment Date immediately following that Quarterly Waterfall Date) in respect of:
 - (A) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Obligor Security Trustee and appointees (if any) of the Obligor Security Trustee under the relevant Obligor Transaction Document (including any Receiver appointed by the Obligor Security Trustee);
 - (B) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Loan Facility Agent and appointees (if any) of the Loan Facility Agent under the relevant Obligor Transaction Document;
 - (C) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Borrower Account Bank in accordance with the Borrower Account Bank Agreement; and
 - (D) the amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of Issuer/Borrower Facility Fee in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Note Trustee, the Issuer Security Trustee, the Issuer Account Bank, the Paying Agents, the Issuer Cash Manager, the Servicer, the Special Servicer and the Corporate Services Provider (and each of their appointees (if any)) under (as applicable) the Note Trust Deed, the Issuer Deed of Charge, the Issuer Account Bank Agreement, the Issuer Cash Management Agreement, the Servicing Agreement and the Corporate Services Agreement;
3. **thirdly**, in or towards payment of all amounts (other than Maintenance Costs and Service Costs) which are required to be paid from the Administration Account in respect of the Month immediately preceding that Quarterly Waterfall Date;
4. **fourthly**, in or towards satisfaction of:
 - (A) any amounts due and payable by the Borrower and for which the Borrower is primarily liable in respect of all other United Kingdom and other Tax for which the Borrower is liable under the laws of any jurisdiction;
 - (B) any amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon); and
 - (C) any amount due and payable (or which will become due and payable during the Interest Period commencing on the Interest Payment Date immediately following that Quarterly Waterfall Date) by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of other Third Party Amounts (including any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction);
5. **fifthly**, in or towards satisfaction (by way of payment to the Issuer Transaction Account) of all interest (excluding the Default Interest Subordinated Amount) which will be due or overdue and payable by the Borrower to the Issuer on the Interest Payment Date immediately following that Quarterly Waterfall Date in respect of the Issuer/Borrower Facility;

6. **sixthly**, in or towards payment to the Issuer by way of Issuer/Borrower Facility Fee in respect of any Issuer Liquidity Reserve Top-Up Amount which is required to be paid into the Issuer Liquidity Reserve Account;
7. **seventhly**, in or towards payment of any amounts of principal and any Repayment Costs due or overdue and payable by the Borrower to the Issuer under the Issuer/Borrower Loan (to the Issuer Transaction Account);
8. **eighthly**, in or towards satisfaction of the Default Interest Subordinated Amount; and
9. **ninthly**, with any surplus cash after the application of the amounts set out in paragraphs (1) to (8) above being retained in the relevant Accounts of the Borrower.

Borrower Post-Enforcement Post-Acceleration Payment Priorities

Pursuant to the relevant provisions of the STID, all Available Enforcement Proceeds must, following the delivery of both an Obligor Enforcement Notice and an Obligor Acceleration Notice by the Obligor Security Trustee, be applied (to the extent that it is lawfully able to do so) by or on behalf of the Obligor Security Trustee (or, as the case may be, any Receiver appointed by it) for the purpose of enabling the following payments to be made (together with any VAT thereon, as provided for in the relevant Obligor Transaction Document) (the “**Borrower Post-Enforcement Post-Acceleration Payment Priorities**”):

1. **firstly**, in or towards payment of all Maintenance Costs and Service Costs which are required to be paid from the Administration Account in respect of the most recently completed Month and which have not yet been so paid from the Administration Account;
2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of:
 - (A) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Obligor Security Trustee and appointees (if any) of the Obligor Security Trustee under the relevant Obligor Transaction Document (including any Receiver appointed by the Obligor Security Trustee);
 - (B) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Loan Facility Agent and appointees (if any) of the Loan Facility Agent under the relevant Obligor Transaction Document;
 - (C) the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Borrower to the Borrower Account Bank in accordance with the Borrower Account Bank Agreement; and
 - (D) the amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of Issuer/Borrower Facility Fee in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Note Trustee, the Issuer Security Trustee, the Issuer Account Bank, the Paying Agents, the Issuer Cash Manager, the Servicer, the Special Servicer and the Corporate Services Provider (and each of their appointees (if any)) under (as applicable) the Note Trust Deed, the Issuer Deed of Charge, the Issuer Account Bank Agreement, the Issuer Cash Management Agreement, the Servicer, the Special Servicer and the Corporate Services Agreement;
3. **thirdly**, in or towards payment of all amounts (other than Maintenance Costs and Service Costs) which are required to be paid from the Administration Account in respect of the most

recently completed Month and which have not yet been so paid from the Administration Account;

4. **fourthly**, in or towards satisfaction of:
 - (A) any amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon); and
 - (B) any amount due and payable by the Borrower to the Issuer (to the Issuer Transaction Account) by way of the Issuer/Borrower Facility Fee in respect of other Third Party Amounts (including any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction);
5. **fifthly**, in or towards satisfaction (by way of payment to the Issuer Transaction Account) of all interest (excluding the Default Interest Subordinated Amount) which will be due or overdue and payable by the Borrower to the Issuer on or in respect of the Issuer/Borrower Facility;
6. **sixthly**, in or towards payment of any amounts of principal and any Repayment Costs due or overdue and payable by the Borrower to the Issuer;
7. **seventhly**, in or towards satisfaction of the Default Interest Subordinated Amount; and
8. **eighthly**, any surplus remaining following the payment in full of the amounts owing under items (1) to (7) (inclusive) above to or for the account of the relevant member of the NHG Group entitled to such surplus.

ISSUER PAYMENT PRIORITIES

Issuer Pre-Enforcement Pre-Acceleration Payment Priorities

Pursuant to the Issuer Cash Management Agreement, on each Interest Payment Date prior to the service of an Issuer Acceleration Notice and/or an Issuer Enforcement Notice, monies credited to the Issuer Transaction Account (together with amounts withdrawn from the Issuer Liquidity Reserve Account) must be applied by the Issuer Cash Manager (on behalf of the Issuer) for the purpose of enabling the following payments to be made or making provision for the payments of any amounts then due and payable (or which will become due and payable during the Interest Period commencing on such Interest Payment Date) (together with any VAT thereon, as provided for in the relevant Issuer Transaction Document) (the “**Issuer Pre-Enforcement Pre-Acceleration Payment Priorities**”) in each case only to the extent that preceding items have been paid or provided for in full and the relevant payment does not cause the Issuer Transaction Account to become overdrawn and provided further that:

- (a) any monies withdrawn from the Issuer Liquidity Reserve Account in relation to that Interest Payment Date shall only be applied towards the payment of items (1) to (5) (inclusive) of the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities;
- (b) amounts received by the Issuer from the Borrower by way of Issuer/Borrower Facility Fee under item (5) of the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities or item (6) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities (as applicable) shall be deposited directly into the Issuer Liquidity Reserve Account;

- (c) amounts received by the Issuer from the Borrower by way of repayment or prepayment of all or part of the Issuer/Borrower Loan made under the Issuer/Borrower Facility Agreement in accordance with Part 5 of Schedule 5 (*Mandatory Prepayment and Voluntary Prepayment*) of the Issuer/Borrower Facility Agreement shall only be applied towards item (6) below; and
 - (d) any amounts received by the Issuer from the Borrower in respect of any Default Interest Subordinated Amount under the Issuer/Borrower Facility Agreement pursuant to paragraph (8) of the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities, paragraph (8) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities, or paragraph (7) of the Borrower Post-Enforcement Post-Acceleration Payment Priorities (as relevant) shall only be applied towards item (7) below,
1. **firstly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Issuer Security Trustee, the Note Trustee and Appointees (if any) of either of them under the relevant Issuer Transaction Document;
 2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Principal Paying Agent under the Agency Agreement, the Issuer Account Bank under the Issuer Account Bank Agreement and the Issuer Cash Manager under the Issuer Cash Management Agreement;
 3. **thirdly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Corporate Services Provider in accordance with the Corporate Services Agreement and to the Servicer and Special Servicer in accordance with the Servicing Agreement;
 4. **fourthly**, in or towards satisfaction of:
 - (A) any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction;
 - (B) the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon); and
 - (C) any amount due and payable by the Issuer in respect of other Third Party Amounts (including any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction);
 5. **fifthly**, in or towards satisfaction of all interest which will be due or overdue and payable by the Issuer on that Interest Payment Date in respect of the Notes;
 6. **sixthly**, in or towards payment of any principal and premium amounts due or overdue in respect of the Notes (including any Repayment Costs) on that Interest Payment Date;
 7. **seventhly**, in or towards satisfaction of the Default Interest Subordinated Amount to the extent that the Issuer has received the same from the Borrower; and
 8. **eighthly**, any surplus to the Borrower by way of reimbursement of any Issuer/Borrower Facility Fee paid by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement but not used by the Issuer.

Issuer Post-Enforcement Pre-Acceleration Payment Priorities

Pursuant to the Issuer Deed of Charge, on each Interest Payment Date following the delivery of an Issuer Enforcement Notice but prior to the delivery of an Issuer Acceleration Notice, all monies credited to the Issuer Transaction Account (together with amounts withdrawn from the Issuer Liquidity Reserve Account) on that Interest Payment Date must be applied for the purpose of enabling the following payments to be made or making provisions for the payments of any amounts then due and payable (or which will become due and payable during the Interest Period commencing on such Interest Payment Date) (together with any VAT thereon, as provided for in the relevant Issuer Transaction Document) (the “**Issuer Post-Enforcement Pre-Acceleration Payment Priorities**”) in each case only to the extent that preceding items have been paid or provided for in full and the relevant payment does not cause the Issuer Transaction Account to become overdrawn and provided further that:

- (a) any monies withdrawn from the Issuer Liquidity Reserve Account in relation to that Interest Payment Date shall only be applied towards the payment of items (1) to (5) (inclusive) of the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities;
 - (b) amounts received by the Issuer from the Borrower by way of Issuer/Borrower Facility Fee under item (5) of the Borrower Pre-Enforcement Pre-Acceleration Payment Priorities or item (6) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities (as applicable) shall be deposited directly into the Issuer Liquidity Reserve Account;
 - (c) amounts received by the Issuer from the Borrower by way of repayment or prepayment of all or part of the Issuer/Borrower Loan made under the Issuer/Borrower Facility Agreement in accordance with Part 5 of Schedule 5 (*Mandatory Prepayment and Voluntary Prepayment*) of the Issuer/Borrower Facility Agreement shall only be applied towards item (6) below; and
 - (d) any amounts received by the Issuer from the Borrower in respect of any Default Interest Subordinated Amount under the Issuer/Borrower Facility Agreement pursuant to paragraph (8) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities, paragraph (8) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities, or paragraph (7) of the Borrower Post-Enforcement Pre-Acceleration Payment Priorities (as relevant) shall only be applied towards item (7) below,
1. **firstly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Issuer Security Trustee, the Note Trustee and Appointees (if any) of either of them under the relevant Issuer Transaction Document (including any Receiver appointed by the Issuer Security Trustee);
 2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Principal Paying Agent under the Agency Agreement, the Issuer Account Bank under the Issuer Account Bank Agreement and the Issuer Cash Manager under the Issuer Cash Management Agreement;
 3. **thirdly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Corporate Services Provider in accordance with the Corporate Services Agreement and to the Servicer and Special Servicer in accordance with the Servicing Agreement;
 4. **fourthly**, in or towards satisfaction of:

- (A) any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction;
 - (B) the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon); and
 - (C) any amount due and payable by the Issuer in respect of other Third Party Amounts (including any amounts due and payable by the Issuer and for which the Issuer is primarily liable in respect of all other United Kingdom and other Tax for which the Issuer is liable under the laws of any jurisdiction);
5. **fifthly**, in or towards satisfaction of all interest which will be due or overdue and payable by the Issuer on that Interest Payment Date in respect of the Notes;
 6. **sixthly**, in or towards payment of any principal and premium amounts due or overdue in respect of the Notes (including any Repayment Costs) on that Interest Payment Date;
 7. **seventhly**, in or towards satisfaction of the Default Interest Subordinated Amount to the extent that the Issuer has received the same from the Borrower; and
 8. **eighthly**, any surplus to the Borrower by way of reimbursement of any Issuer/Borrower Facility Fee paid by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement but not used by the Issuer.

Issuer Post-Enforcement Post-Acceleration Payment Priorities

Pursuant to the Issuer Deed of Charge, all monies received by the Issuer or the Issuer Security Trustee and all monies standing to the credit of the Issuer Transaction Account following the delivery of an Issuer Acceleration Notice by the Note Trustee shall be applied for the purpose of enabling the following payments (together with any VAT thereon, as provided for in the relevant Issuer Transaction Document) to be made in the following order of priority (the “**Issuer Post-Enforcement Post-Acceleration Payment Priorities**”) in each case only to the extent that preceding items have been paid or provided for in full and provided further that any amounts received by the Issuer from the Borrower in respect of any Default Interest Subordinated Amount under the Issuer/Borrower Facility Agreement pursuant to paragraph (7) of the Borrower Post-Enforcement Post-Acceleration Payment Priorities (as relevant) shall only be applied towards item (7) below:

1. **firstly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Issuer Security Trustee, the Note Trustee and Appointees (if any) of either of them under the relevant Issuer Transaction Document (including any Receiver appointed by the Issuer Security Trustee);
2. **secondly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Principal Paying Agent under the Agency Agreement, the Issuer Account Bank under the Issuer Account Bank Agreement and the Issuer Cash Manager under the Issuer Cash Management Agreement;
3. **thirdly**, in or towards satisfaction, *pro rata* and *pari passu*, of the amounts due in respect of the remuneration, fees, costs, expenses, indemnity payments and any other amounts due and payable by the Issuer to the Corporate Services Provider in accordance with the Corporate Services Agreement and to the Servicer and Special Servicer in accordance with the Servicing Agreement;

4. **fourthly**, the Issuer Profit Amount (which the Issuer may use to meet any United Kingdom corporation tax thereon);
5. **fifthly**, in or towards satisfaction of all interest which will be due or overdue and payable by the Issuer on the Interest Payment Date in respect of the Notes;
6. **sixthly**, in or towards payment of any principal and premium amount due or overdue in respect of the Notes (including any Repayment Costs);
7. **seventhly**, in or towards satisfaction of the Default Interest Subordinated Amount to the extent that the Issuer has received the same from the Borrower; and
8. **eighthly**, any surplus to the Borrower by way of reimbursement of any Issuer/Borrower Facility Fee paid by the Borrower to the Issuer under the Issuer/Borrower Facility Agreement but not used by the Issuer.

NHG

Incorporation

NHG was incorporated on 3 April 2018 following an amalgamation of Notting Hill Housing Trust and Genesis Housing Association Limited which was completed on 3 April 2018 (the “**Amalgamation**”) and is registered in England under the Co-operative and Community Benefit Societies Act 2014 (with registered number 7746) and is registered with the Regulator of Social Housing (with registered number 4880). It is also affiliated to the National Housing Federation. NHG is an exempt charity.

The registered address of NHG is Bruce Kenrick House, 2 Killick Street, London N1 9FL. The telephone number of its registered address is 020 3815 0000.

Background and History

Notting Hill Housing Trust was formed in 1963 and was registered under the Co-operative and Community Benefit Societies Act 2014 before the Amalgamation. By 2018, Notting Hill Housing Trust owned or managed over 32,000 homes.

Genesis Housing Association Limited was formed in 1965, under the name of Paddington Churches Housing Association, and registered under the Co-operative and Community Benefit Societies Act 2014 before the Amalgamation, by which point Genesis Housing Association Limited owned or managed around 33,000 homes across London and the south-east of England.

NHG is one of the largest Registered Providers of Social Housing in London and the south-east of England, providing homes for around 170,000 people with a total stock of 65,453, 89 per cent. of which is in London. It is a member of the G15, a group of the major Registered Providers of Social Housing in London.

More than half of NHG’s properties are general needs properties, charged at social or affordable rent levels. In addition, NHG offers extra care and supported accommodation for older people and other vulnerable groups, as well as temporary housing, shared ownership, private market rent, student accommodation and commercial properties.

The Group

NHG has a subsidiary, Notting Hill Home Ownership Limited, which is a community benefit society and a Registered Provider of Social Housing and is primarily responsible for delivering a shared ownership programme. There are a number of other subsidiaries of NHG which undertake, but are not limited to, operations in student accommodation, market rent, commercial properties and development for sale. Together with NHG and any Holding Company of NHG, they comprise NHG’s current group (the “**Group**” or the “**NHG Group**”).

Principal Activities

NHG is a Registered Provider of Social Housing and a community benefit society with charitable objects whose activities are regulated by the Regulator of Social Housing. As such, NHG has charitable status but is exempt from registration with the Charity Commission.

NHG’s primary business object is to carry on, for the benefit of the community, the provision and management of housing, including social housing, and the provision of assistance to help house people and associated facilities, amenities and services for poor people or for the relief of aged, disabled (whether physically or mentally) or chronically sick people. It achieves this by working with the UK Government, over 80 local authorities and other Registered Providers of Social Housing as well as private landlords and developers to transform housing in London and to meet the aspirations of its customers. Any surpluses which result from NHG’s operations are reinvested.

NHG's current corporate strategy has the following strategic themes:

- Our financial strength – NHG aims to ensure a robust financial foundation to support investment and growth.
- Providing more new homes – NHG is committed to producing as many new homes as possible each year for lower-income households.
- Our residents – NHG aims to ensure it provides the services and support that its residents need.
- Our homes – NHG aims to provide places where its residents want to live.
- Our people – NHG aims to support and develop its people to provide the best service possible.

Pensions Arrangements

NHG participates in a number of pension schemes, the most significant and relevant here are the Defined Benefit schemes:

- the Social Housing Pension Scheme administered by TPT Retirement Solutions (“**TPT**”) (“**SHPS**”);
- the Local Government Pension Scheme (“**LGPS**”) administered by Wandsworth Council (“**WCPF**”);
- the Genesis Pension Scheme administered by TPT (“**GPS**”);
- the PCHA 2001 Pension Scheme administered by TPT (“**PCHAS**”); and
- the LGPS administered by the London Pension Fund Authority (“**LPFA**”).

SHPS

SHPS is a multi-employer, multi benefit scheme.

Historically, NHG participated in defined benefit structures within SHPS, however, these structures have now been closed for future accrual and NHG now only participates in the defined contribution structure. The last actuarial valuation of the SHPS defined benefit scheme was as at 30 September 2016. The scheme's assets were valued at £4,553 million. The valuation revealed a shortfall of assets compared with the value of liabilities of £1,522 million. As at 30 September 2016 NHG's share of liability was valued at £26.7m.

SHPS has recovery plans in place to pay for the past service deficit associated with accrued defined benefit. From April 2019, a new recovery plan was put in place under which NHG pays an annual deficit contribution of £4.0 million. This contribution increased by 2 per cent. from 1 April 2020 and on each 1 April thereafter until September 2026.

WCPF

As at September 2019, NHG had one active, eight deferred and eleven pensioner members in the WCPF. It is closed to new members. The deficit of NHG in WCPF assessed on the basis of FRS102 was £559,000 as at 31 March 2019.

GPS

The GPS is a sole employer multi benefit pension scheme that was created on the transfer of assets and liabilities out of SHPS in 2016. The defined benefit section is closed to future accrual of benefits. The most recent actuarial valuation showed that GPS was £17,220,000 in deficit on an FRS102 basis. It has been agreed that NHG will pay annual contributions for a period of eight years and six months to eliminate the deficit and the current annual deficit contribution paid by NHG is £1,709,808.

PCHAS

The PCHAS is a sole employer multi benefit defined benefit scheme that is closed to future accrual of benefits. The most recent actuarial valuation showed that PCHAS was £12,715,000 in deficit on an FRS102 basis. It has been agreed that NHG will pay annual contributions for a period of seven years to eliminate this deficit and the current annual deficit contribution paid by NHG is £1,606,008.

LPFA

As at September 2019, NHG had eight active, forty five deferred, thirty five pensioners and two unfunded pensioner members in the LPFA. This is a multi-employer, multi benefit scheme and is closed to new members of the Group. As at 31 March 2019 NHG was assessed to be £1,725,000 in deficit within the LPFA on an FRS102 basis.

Administrative, management and supervisory bodies

Board

The Board members of NHG (all of whom, other than Kate Davies and Paul Phillips, are non-executive) and their principal activities outside NHG are as follows:

Name	Principal activities outside NHG
Ian Ellis (Chair)	Chair and director, NHS Property Services Limited Chair, Arcus Solutions Independent Director, Portman Settled Estates Limited Director, Telereal (Brentwood) Limited
Stephen Bitti	Chief Officer, Healthwatch Kingston upon Thames Director, Nudge Associates Limited Trustee, MADaboutART Chair, Pioneer House Residents Association
Fred Angole	Employee, YMCA St Paul's Group Board member and Chair of Audit and Risk Committee, Newlon Housing Trust Board member, Access Housing Association Director, Awelo Limited

Elaine Bucknor	<p>Group Chief Information Security Officer and a Group Director in Sky's Technology Executive Team</p> <p>Non-executive Director, ULS Technology plc</p> <p>IBC Council, European Broadcast & Technology Conference</p>
Linde Carr	<p>Notting Hill Genesis tenant</p> <p>Volunteer at Open Age in North Kensington</p>
Kate Davies	<p>Group Chief Executive</p> <p>Non-executive Director, National Housing Building Council</p> <p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Jane Hollinshead	<p>Principal, IJD Consulting Limited</p> <p>Board member, Pathways to Property and CREFC Europe</p>
Bruce Mew	<p>Board member, Hundred Houses Society</p>
Alex Phillips	<p>Partner, Smith Square Partners</p>
Paul Phillips	<p>Group Finance Director</p> <p>Director and Chair of the Obligor HoldCo</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

Richard Powell	Director, Latchmoor Properties Limited Director, Cambria Group Limited and wholly owned subsidiaries Director, Redwell Garden Village Limited Director, Harlequins Campus Limited Director, Cognatum Developments Limited Director, Houghton Build Group Director, Housing Creative London Limited
----------------	--

Kate Davies and Paul Phillips are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to NHG of the Board members of NHG and their private interests and/or duties. Kate Davies and Paul Phillips are also directors of the Borrower, the Obligor Holdco, the Propcos, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The business address of each of the above board members is Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Corporate Governance

The focus of the Board is on the strategy for the NHG and the Group. It also has responsibility for overseeing performance. Specific responsibilities are delegated to committees that have their own terms of reference.

Day-to-day performance management is delegated to the Executive Board. The Executive Board comprises the following:

Name	Principal activities outside NHG
Kate Davies	Non-executive Director, National Housing Building Council
Chief Executive and co-optee to the Board	Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

<p>Paul Phillips</p> <p>Finance Director of the Group and co-optee to the Board</p>	<p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Andy Belton</p> <p>Chief Operating Officer and Deputy Chief Executive</p>	<p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Carl Byrne</p> <p>Group Director of Housing</p>	<p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>John Hughes</p> <p>Group Development Director</p>	<p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Eleanor Houtt</p> <p>Group Director of Assets</p>	<p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

Vipul Thacker Group Director for Central Services	Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan Group Director of Commercial Services	Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Katie Yallop Group Director of Sales and Marketing	External Trustee, Duke of Lancaster Housing Trust Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

A number of the board members are also board members or directors of other entities within the Group.

Save as set out above, there are no potential conflicts of interest between any duties to NHG of the Executive Board of NHG and their private interests and/or duties. All members of the Executive Board are also directors of the Borrower, the Obligor Holdco, the Propcos, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The business address of each of the above Executive Board members is Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Share Capital and Major Shareholders

The entire issued share capital of NHG comprises 126 shares of £1 each, all of which are fully paid up. Each share carries voting rights but no rights to dividends, distributions on winding up or rights of redemption.

Credit Rating

The Group has a credit rating of “A” from Fitch Ratings Limited (“**Fitch**”) published on 29 July 2020 and a credit rating of “A–” from S&P Global Ratings Europe Limited (“**S&P**”) published on 25 June 2020.

Each of Fitch and S&P is established in the European Union and is registered under the CRA Regulation. As such, each of Fitch and S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.

The Amalgamation

The Amalgamation was effected under section 109 of the Co-operative and Community Benefit Societies Act 2014. Pursuant to that section, on 3rd April, 2018, the property of each of Notting Hill Housing Trust and Genesis Housing Association Limited (together, the Predecessor Entities and each a Predecessor Entity) vested in NHG without the need for any form of conveyance or ownership transfer other than that contained in the special resolution passed to effect the Amalgamation. The Amalgamation does not prejudice any right of a creditor of any of the Predecessor Entities and they have the same claim against NHG as they had against the relevant Predecessor Entity.

Future Plans

Following the Amalgamation, the Group has drawn up an integration plan which includes aims to deliver improved services for residents, a digital transformation, £20 million of efficiency savings and accommodation rationalisation.

THE ISSUER

Introduction

Folio Residential Finance No. 1 plc (the “**Issuer**”) was incorporated in England and Wales on 17 June 2020 (with registered number 12677623 and legal entity identifier (“**LEI**”) 213800OGW5MDHI22E245), as a public company with limited liability under the Companies Act 2006 (as amended). The registered office of the Issuer is at 1 Bartholomew Lane, London EC2N 2AX, United Kingdom. The telephone number of the Issuer is +44 (0)20 7398 6300.

The entire issued share capital of the Issuer comprises 50,000 ordinary shares of £1 each, of which one share is fully paid up and 49,999 shares are one quarter-paid of their nominal value and all shares are held by Folio Finance Holdings Limited (“**Issuer Holdco**”).

Principal activities

The Issuer is organised as a special purpose company. The Issuer was established to raise capital by the issue of the Notes and to use an amount equal to the aggregate gross proceeds of the issue of the Notes to advance the Issuer/Borrower Loan to the Borrower pursuant to the Issuer/Borrower Facility Agreement.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to: (a) its registration as a public company under the Companies Act 2006 (as amended); (b) the authorisation and issue of the Notes; (c) the ownership of such interests and other assets referred to herein; (d) the other matters contemplated in this Prospectus; (e) the authorisation and execution of the other documents referred to in this Prospectus to which it will be a party; and (f) other matters which are incidental or ancillary to those activities.

The Issuer’s ongoing activities principally comprise: (a) the issue of the Notes; (b) the advance of the Issuer/Borrower Loan to the Borrower pursuant to the Issuer/Borrower Facility Agreement; (c) the entering into of the Issuer Transaction Documents to which it is expressed to be a party; and (d) the exercise of related rights and powers and other activities referred to in this Prospectus or reasonably incidental to those activities.

The Issuer will covenant to observe certain restrictions on its activities which are detailed in Condition 3.2 (*Covenants*) of the Notes.

The Issuer has no subsidiaries, no employees or non-executive directors.

The current financial period of the Issuer will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of the Issuer. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of the Issuer and their respective business addresses and principal activities are:

Name	Business address	Principal activities
Intertrust Directors 1 Limited	1 Bartholomew Lane, London EC2N 2AX, United Kingdom	Director of special purpose vehicles

		Director of Issuer Holdco
Intertrust Directors 2 Limited	1 Bartholomew Lane, London EC2N 2AX, United Kingdom	Director of special purpose vehicles Director of Issuer Holdco
Paivi Helena Whitaker	1 Bartholomew Lane, London EC2N 2AX, United Kingdom	Director of special purpose vehicles Director of Issuer Holdco

The company secretary of the Issuer is Intertrust Corporate Services Limited, whose business address is 1 Bartholomew Lane, London EC2N 2AX, United Kingdom.

Save as disclosed above, there are no potential conflicts of interest between any duties of the directors of the Issuer and their private interests and/or other duties. The directors of the Issuer are also directors of the Issuer Holdco; however, the constitutional documents of the Issuer Holdco allow for this.

Corporate Services Agreement

Pursuant to the terms of the Corporate Services Agreement, the Corporate Services Provider provides certain directors and a company secretary to the Issuer and the Issuer Holdco and the Corporate Services Provider also provides other corporate services to the Issuer and the Issuer Holdco in consideration for the payment by the Issuer of an annual fee to the Corporate Services Provider.

Pursuant to the terms of the Corporate Services Agreement, the Issuer and the Issuer Holdco (with the prior written consent of the Note Trustee) may, upon an event of default by the Corporate Services Provider, at any time terminate the Corporate Services Provider's appointment and appoint (in accordance with the terms of the Corporate Services Agreement) a successor corporate services provider.

Events of default in respect of the Corporate Services Provider include, *inter alia*: (i) a material breach of the terms of the Corporate Services Agreement (where such breach is not remedied within 30 days (or such other period as may be agreed between the parties)); and (ii) the occurrence of certain insolvency related events in relation to the Corporate Services Provider.

The Corporate Services Provider may terminate the Corporate Services Agreement if the Issuer or the Issuer Holdco commits a material breach of the terms of the Corporate Services Agreement (and where such breach is not remedied within 30 days (or such other period as may be agreed between the parties)).

The Corporate Services Provider may resign by giving at least one month's notice to the Issuer and the Note Trustee. The Issuer and the Issuer Holdco may terminate the Corporate Services Agreement by giving at least one month's notice, with the consent of the Note Trustee.

Regardless of the reason, the termination of the appointment of the Corporate Services Provider will not take effect until a successor corporate services provider has been appointed in its place.

Upon the termination of its appointment, the Corporate Services Provider is required to cooperate with the Issuer, the Issuer Holdco and any successor corporate services provider including (subject to any legal or regulatory restrictions) delivering all books of account, records, registers,

correspondence and all documents and assets relating to the affairs of or belonging to the Issuer and held by the Corporate Services Provider to the successor corporate services provider and is required to take such further lawful action as the successor corporate services provider may reasonably request in order to enable such successor corporate services provider to perform its servicing duties.

In no circumstances shall the Note Trustee be obliged to assume the obligations of the Corporate Services Provider.

The Corporate Services Agreement is governed by English law.

Financial statement

The Issuer has not commenced operations other than those incidental to: (a) its registration as a public company under the Companies Act 2006 (as amended); (b) the authorisation and issue of the Notes; (c) the ownership of such interests and other assets referred to herein; (d) the other matters contemplated in this Prospectus; (e) the authorisation and execution of the other documents referred to in this Prospectus to which it will be a party; and (f) other matters which are incidental or ancillary to those activities, and accordingly no financial statements have been drawn up as at the date of this Prospectus.

Capitalisation and indebtedness statement

As at the date of this Prospectus (and prior to the issuance of the Notes):

	Folio Residential Finance No. 1 plc £
Current Debt	
Secured	-
Unsecured	-
Total current debt	<hr/> - <hr/>
Non-current debt (excluding current portion of long-term debt)	
Secured	-
Unsecured	-
Total non-current debt	<hr/> - <hr/>
Total debt	<hr/> - <hr/>

Capital and reserves

Share capital	50,000
---------------	--------

Other reserves	-
Total	50,000

Liquidity

Cash	12,500
Cash equivalents	-
Total liquidity	12,500

Current financial receivable

Current financial receivable	-
------------------------------	---

Current financial debt

Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-

Net current financial indebtedness

Non-current bank loans	-
Notes issued	-
Other non-current loans	-

Non-current financial indebtedness

Net financial indebtedness	50,000
-----------------------------------	---------------

THE OBLIGORS

THE BORROWER

Introduction

Folio Treasury Limited (the “**Borrower**”) was incorporated in England and Wales on 17 December 2019 (with registered number 12367949) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of the Borrower is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of the Borrower is +44 (0)20 3815 0000.

The Borrower is a wholly owned subsidiary of the Parent. The Parent is a wholly owned subsidiary of the Obligor Holdco, which is in turn wholly owned by NHG. The rights of the Parent as a shareholder in the Borrower are contained in the articles of association of the Borrower and the Borrower is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The Borrower is organised as a special purpose company. The principal objects of the Borrower are to raise and borrow money and to lend money with or without security.

The Borrower has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of the Issuer/Borrower Facility Agreement and the other documents and matters referred to or contemplated in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, the Borrower has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of the Borrower is 2,394,245 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of the Borrower will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of the Borrower. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of the Borrower and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council

		<p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p>

		<p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>External Trustee, Duke of Lancaster Housing Trust</p> <p>Group Director of Sales and Marketing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Assets</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Commercial Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

A number of the directors of the Borrower are also directors of other entities within the Group.

The company secretary of the Borrower is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Save as disclosed above, there are no potential conflicts of interest between any duties of the directors to the Borrower and their private interests and/or other duties. All directors of the Borrower are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the Propcos, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

Capitalisation and indebtedness

As at the date of this Prospectus (and prior to the making of the Issuer/Borrower Loan by the Issuer to the Borrower under the Issuer/Borrower Facility Agreement):

	Folio Treasury Limited £
Current Debt	
Secured	-
Unsecured	-
Total current debt	-
Non-current debt (excluding current portion of long-term debt)	
Secured ¹⁰	-
Unsecured	-
Total non-current debt	-
Total debt	-
Capital and reserves	
Share capital	239,424,501
Other reserves	-
Total	239,424,501

Liquidity

¹⁰ Representing the relevant NHG Loan.

Cash	-
Cash equivalents	-
Total liquidity	-
Current financial receivable	
Current financial receivable	-
Current financial debt	
Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	-
Net financial indebtedness	-

PROPCOS

Folio Bakersfield Limited

Introduction

Folio Bakersfield Limited (the “**Propco 1**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747268) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 1 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 1 is +44 (0)20 3815 0000.

Propco 1 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 1 are contained in the articles of association of Propco 1 and Propco 1 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 1 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 1 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 1 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 1 is 231,293 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 1 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 1. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 1 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Development Director Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	External Trustee, Duke of Lancaster Housing Trust Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Eleanor Hault	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 1 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 1 of the directors of Propco 1 and their private interests and/or duties. All directors of Propco 1 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 1 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

	Folio Bakersfield Limited £
Current Debt	
Secured	-
Unsecured	-
Total current debt	<hr/> - <hr/>
Non-current debt (excluding current portion of long-term debt)	
Secured ¹¹	9,348,878.92
Unsecured	-
Total non-current debt	<hr/> 9,348,878.92 <hr/>
Total debt	<hr/> 9,348,878.92 <hr/>
Capital and reserves	
Share capital	23,129,301
Other reserves	-
Total	<hr/> 23,129,301 <hr/>

¹¹ Representing the relevant NHG Loan.

Liquidity

Cash	-
Cash equivalents	-
Total liquidity	<hr/> -

Current financial receivable

Current financial receivable	-
------------------------------	---

Current financial debt

Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	<hr/> -

Net current financial indebtedness

Non-current bank loans	-
Notes issued	-
Other non-current loans	-

Non-current financial indebtedness

Net financial indebtedness	<hr/> -
-----------------------------------	---------

Folio City Park West Limited

Introduction

Folio City Park West Limited (the “**Propco 2**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747697) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 2 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 2 is +44 (0)20 3815 0000.

Propco 2 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 2 are contained in the articles of association of Propco 2 and Propco 2 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 2 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 2 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 2 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 2 is 449,621 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 2 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 2. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 2 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Development Director Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	External Trustee, Duke of Lancaster Housing Trust Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 2 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 2 of the directors of Propco 2 and their private interests and/or duties. All directors of Propco 2 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 2 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

	Folio City Park West Limited £
Current Debt	
Secured	-
Unsecured	-
Total current debt	-
Non-current debt (excluding current portion of long-term debt)	
Secured ¹²	35,486,583.04
Unsecured	-
Total non-current debt	35,486,583.04
Total debt	35,486,583.04
Capital and reserves	
Share capital	44,962,101
Other reserves	-
Total	44,962,101

Liquidity

¹² Representing the relevant NHG Loan.

Cash	-
Cash equivalents	-
Total liquidity	-
Current financial receivable	
Current financial receivable	-
Current financial debt	
Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-
Net current financial indebtedness	
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	-
Net financial indebtedness	-

Folio Sterling Place Limited

Introduction

Folio Sterling Place Limited (the “**Propco 3**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747715) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 3 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 3 is +44 (0)20 3815 0000.

Propco 3 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 3 are contained in the articles of association of Propco 3 and Propco 3 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 3 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 3 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 3 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 3 is 247,783 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 3 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 3. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 3 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Finance Director Director and Chair of the Obligor Holdco

		<p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p>

		Director of the Parent Director of PLMR
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	External Trustee, Duke of Lancaster Housing Trust Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Eleanor Houlton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 3 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 3 of the directors of Propco 3 and their private interests and/or duties. All directors of Propco 3 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 3 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

	Folio Sterling Place Limited £
Current Debt	
Secured	-
Unsecured	-
Total current debt	-
Non-current debt (excluding current portion of long-term debt)	
Secured ¹³	19,647,068.93
Unsecured	-
Total non-current debt	19,647,068.93
Total debt	19,647,068.93
Capital and reserves	
Share capital	24,778,301
Other reserves	-
Total	24,778,301
Liquidity	
Cash	-
Cash equivalents	-
Total liquidity	-

¹³ Representing the relevant NHG Loan.

Current financial receivable

Current financial receivable -

Current financial debt

Current bank debt -

Current portion of non-current debt -

Other current financial debt -

Total current financial debt

 -

Net current financial indebtedness -

Non-current bank loans -

Notes issued -

Other non-current loans -

Non-current financial indebtedness

 -

Net financial indebtedness

 -

Folio New Garden Quarter Limited

Introduction

Folio New Garden Quarter Limited (the “**Propco 4**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747731) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 4 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 4 is +44 (0)20 3815 0000.

Propco 4 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 4 are contained in the articles of association of Propco 4 and Propco 4 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 4 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 4 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 4 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 4 is 335,202 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 4 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 4. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 4 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Chief Executive</p> <p>Non-executive Director, National Housing Building Council</p> <p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

<p>Andy Belton</p>	<p>Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom</p>	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Vipul Thacker</p>	<p>Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom</p>	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Carl Byrne</p>	<p>Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom</p>	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>John Hughes</p>	<p>Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom</p>	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
<p>Katie Yallop</p>	<p>Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom</p>	<p>External Trustee, Duke of Lancaster Housing Trust</p>

		Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Eleanor Houlton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 4 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 4 of the directors of Propco 4 and their private interests and/or duties. All directors of Propco 4 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 4 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

Current Debt

Secured	-
Unsecured	-
Total current debt	-

Non-current debt (excluding current portion of long-term debt)

Secured ¹⁴	26,346,951.89
Unsecured	-
Total non-current debt	26,346,951.89
Total debt	26,346,951.89

Capital and reserves

Share capital	33,520,201
Other reserves	-
Total	33,520,201

Liquidity

Cash	-
Cash equivalents	-
Total liquidity	-

Current financial receivable

Current financial receivable	-
------------------------------	---

Current financial debt

¹⁴ Representing the relevant NHG Loan.

Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	<hr/> - <hr/>
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	<hr/> - <hr/>
Net financial indebtedness	<hr/> - <hr/>

Folio Porter's Edge Limited

Introduction

Folio Porter's Edge Limited (the "**Propco 5**") was incorporated in England and Wales on 16 July 2020 (with registered number 12747738) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 5 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 5 is +44 (0)20 3815 0000.

Propco 5 is a wholly owned subsidiary of PLMR, which is in turn wholly owned by Project Light Development 1 Limited. Project Light Development 1 Limited is wholly owned by Notting Hill Commercial Properties Limited, which in turn is wholly owned by NHG. The rights of PLMR as a shareholder in Propco 5 are contained in the articles of association of Propco 5 and Propco 5 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 5 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 5 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 5 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 5 is 805,395 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 5 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 5. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 5 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Chief Executive</p> <p>Non-executive Director, National Housing Building Council</p> <p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>External Trustee, Duke of Lancaster Housing Trust</p>

		Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Eleanor Houlton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 5 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 5 of the directors of Propco 5 and their private interests and/or duties. All directors of Propco 5 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 5 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

**Folio Porter's Edge
Limited
£**

Current Debt

Secured	-
Unsecured	-
Total current debt	-

Non-current debt (excluding current portion of long-term debt)

Secured ¹⁵	62,444,995.66
Unsecured	-
Total non-current debt	62,444,995.66
Total debt	62,444,995.66

Capital and reserves

Share capital	80,539,501
Other reserves	-
Total	80,539,501

Liquidity

Cash	-
Cash equivalents	-
Total liquidity	-

Current financial receivable

Current financial receivable	-
------------------------------	---

Current financial debt

¹⁵ Representing the relevant NHG Loan.

Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	-
Net financial indebtedness	-

Folio St James Limited

Introduction

Folio St James Limited (the “**Propco 6**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747715) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 6 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 6 is +44 (0)20 3815 0000.

Propco 6 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 6 are contained in the articles of association of Propco 6 and Propco 6 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 6 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 6 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 6 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 6 is 320,935 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 6 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 6. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 6 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Finance Director Director and Chair of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Chief Operating Officer and Deputy Chief Executive Director of the Obligor Holdco Director of the Propcos

		<p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>External Trustee, Duke of Lancaster Housing Trust</p> <p>Group Director of Sales and Marketing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p>

		Director of the Borrower Director of the Parent Director of PLMR
Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 6 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 6 of the directors of Propco 6 and their private interests and/or duties. All directors of Propco 6 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 6 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

**Folio St James
Limited
£**

Current Debt

Secured	-
Unsecured	-
Total current debt	-
Non-current debt (excluding current portion of long-term debt)	
Secured ¹⁶	25,318,183.76
Unsecured	-
Total non-current debt	25,318,183.76
Total debt	25,318,183.76
Capital and reserves	
Share capital	32,093,501
Other reserves	-
Total	32,093,501
Liquidity	
Cash	-
Cash equivalents	-
Total liquidity	-
Current financial receivable	
Current financial receivable	-
Current financial debt	
Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-

¹⁶ Representing the relevant NHG Loan.

Total current financial debt	-
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	-
Net financial indebtedness	-

Folio Buildings Limited

Introduction

Folio Buildings Limited (the “**Propco 7**”) was incorporated in England and Wales on 17 December 2019 (with registered number 12368281) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 7 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 7 is +44 (0)20 3815 0000.

Propco 7 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 7 are contained in the articles of association of Propco 7 and Propco 7 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 7 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 7 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 7 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 7 is 601,381 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 7 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 7. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 7 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Chief Executive</p> <p>Non-executive Director, National Housing Building Council</p> <p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>External Trustee, Duke of Lancaster Housing Trust</p> <p>Group Director of Sales and Marketing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>

Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 7 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 7 of the directors of Propco 7 and their private interests and/or duties. All directors of Propco 7 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 7 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

**Folio Buildings
Limited
£**

Current Debt

Secured -

Unsecured -

Total current debt

 -

Non-current debt (excluding current portion of long-term debt)	
Secured ¹⁷	47,357,761.49
Unsecured	-
Total non-current debt	47,357,761.49
Total debt	47,357,761.49

Capital and reserves

Share capital	60,138,101
Other reserves	-
Total	60,138,101

Liquidity

Cash	-
Cash equivalents	-
Total liquidity	-

Current financial receivable

Current financial receivable	-
------------------------------	---

Current financial debt

Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-

Net current financial indebtedness

-

¹⁷ Representing the relevant NHG Loan.

Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	-
Net financial indebtedness	-

Folio New Hendon Village Limited

Introduction

Folio New Hendon Village Limited (the “**Propco 8**”) was incorporated in England and Wales on 16 July 2020 (with registered number 12747752) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Propco 8 is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of Propco 8 is +44 (0)20 3815 0000.

Propco 8 is a wholly owned subsidiary of the Borrower, which is in turn wholly owned by the Parent. The rights of the Borrower as a shareholder in Propco 8 are contained in the articles of association of Propco 8 and Propco 8 is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of Propco 8 is to act as the owner of the relevant properties forming part of the Property Portfolio.

Propco 8 has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, Propco 8 has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The entire issued share capital of Propco 8 is 208,030 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of Propco 8 will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of Propco 8. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of Propco 8 and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Chief Executive</p> <p>Non-executive Director, National Housing Building Council</p> <p>Non-executive Director, TopHat Enterprises Limited</p> <p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p>

		<p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Development Director</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>External Trustee, Duke of Lancaster Housing Trust</p> <p>Group Director of Sales and Marketing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Assets</p> <p>Director of the Obligor Holdco</p>

		Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

The directors of Propco 8 are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to Propco 8 of the directors of Propco 8 and their private interests and/or duties. All directors of Propco 8 are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the other Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of Propco 8 is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

	Folio New Hendon Village Limited	
		£
Current Debt		
Secured		-
Unsecured		-
Total current debt		-
		-
Non-current debt (excluding current portion of long-term debt)		

Secured ¹⁸	16,391,406.52
Unsecured	-
Total non-current debt	16,391,406.52
Total debt	16,391,406.52
<hr/>	
Capital and reserves	
Share capital	20,803,001
Other reserves	-
Total	20,803,001
<hr/>	
Liquidity	
Cash	-
Cash equivalents	-
Total liquidity	-
<hr/>	
Current financial receivable	
Current financial receivable	-
<hr/>	
Current financial debt	
Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	-
<hr/>	
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-

¹⁸ Representing the relevant NHG Loan.

Other non-current loans	-
Non-current financial indebtedness	<hr/> -
Net financial indebtedness	<hr/> -

THE PARENT

Introduction

Folio Treasury Holdings Limited (the “Parent”) was incorporated in England and Wales on 17 December 2019 (with registered number 12367949) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of the Parent is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom. The telephone number of the Parent is +44 (0)20 3815 0000.

The Parent is a wholly owned subsidiary of the Obligor Holdco, which is in turn wholly owned by NHG. The rights of the Parent as a shareholder in the Borrower are contained in the articles of association of the Borrower and the Parent is managed by its directors in accordance with those articles and with the provisions of English law.

Principal activities

The principal object of the Parent is to act as the holding company of the Borrower.

The Parent has not engaged, since its incorporation, in any activities other than those incidental to: (a) its incorporation and registration as a private limited company under the Companies Act 2006; (b) the authorisation of any documents and matters referred to in this Prospectus to which it is or will be a party; and (c) other matters which are incidental or ancillary to the foregoing activities.

Save as disclosed in this Prospectus, as at the date of this Prospectus, the Parent has no loan capital outstanding or created but unissued, no material borrowings and/or indebtedness and/or contingent liabilities or outstanding guarantees.

The issued share capital of the Parent is 2,394,245 ordinary redeemable shares of £1 each and one ordinary share of £1. It is not intended that there be any further payment on the issued share capital.

The current financial period of the Parent will end on 31 March 2021.

BDO LLP, with its registered office at 55 Baker Street, London, W1U 7EU, United Kingdom, is the auditor of the Parent. BDO LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

Directors and secretary

The directors of the Parent and their respective addresses and principal activities are:

Name	Business address	Principal activities
Kate Davies	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited

		<p>Board Advisor, YLD (Software Development Company)</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of PLMR</p>
Paul Phillips	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Finance Director</p> <p>Director and Chair of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of PLMR</p>
Andy Belton	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Chief Operating Officer and Deputy Chief Executive</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of PLMR</p>
Vipul Thacker	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director for Central Services</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of PLMR</p>
Carl Byrne	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	<p>Group Director of Housing</p> <p>Director of the Obligor Holdco</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of PLMR</p>

John Hughes	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Development Director Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of PLMR
Katie Yallop	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	External Trustee, Duke of Lancaster Housing Trust Group Director of Sales and Marketing Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of PLMR
Eleanor Hoult	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Assets Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of PLMR
Mark Vaughan	Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom	Group Director of Commercial Services Director of the Obligor Holdco Director of the Propcos Director of the Borrower Director of PLMR

The directors of the Parent are also directors and board members of other entities within the Group.

Save as disclosed above, there are no potential conflicts of interest between any duties to the Parent of the directors of the Parent and their private interests and/or duties. All directors of the Parent are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Obligor Holdco, the Propcos, the Borrower and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The company secretary of the Parent is Andrew Nankivell, whose business address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom.

Capitalisation and indebtedness

As at the date of this Prospectus:

	Folio Treasury Holdings Limited	£
Current Debt		
Secured		-
Unsecured		-
Total current debt		-
Non-current debt (excluding current portion of long-term debt)		
Secured		-
Unsecured		-
Total non-current debt		-
Total debt		-
<hr/>		
Capital and reserves		
Share capital	239,424,501	
Other reserves		-
Total	239,424,501	
<hr/>		
Liquidity		
Cash		-
Cash equivalents		-
Total liquidity		-
<hr/>		
Current financial receivable		

Current financial receivable	-
Current financial debt	
Current bank debt	-
Current portion of non-current debt	-
Other current financial debt	-
Total current financial debt	<hr/> - <hr/>
Net current financial indebtedness	-
Non-current bank loans	-
Notes issued	-
Other non-current loans	-
Non-current financial indebtedness	<hr/> - <hr/>
Net financial indebtedness	<hr/> - <hr/>

THE OBLIGOR HOLDCO

General

Folio London Limited is a private company limited by shares registered under the Companies Act 2006 with company number 06091982 on 9 February 2007.

The registered office of the Obligor Holdco is Bruce Kenrick House, 2 Killick Street, London N1 9FL. The telephone number of its registered address is +44 (0)20 3815 0000.

Principal activities

The Obligor Holdco's principal activity is to buy and rent properties at market rent. It also acts as the Property Manager for the relevant Propcos.

Management

Obligor Holdco has the following directors:

Name	Principal activities outside Obligor Holdco
Kate Davies	Group Chief Executive Non-executive Director, National Housing Building Council Non-executive Director, TopHat Enterprises Limited Board Advisor, YLD (Software Development Company) Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Andy Belton	Chief Operating Offering and Deputy Chief Executive Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR
Carl Byrne	Group Director of Housing Director of the Propcos

	<p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
John Hughes	<p>Group Development Director</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Paul Phillips	<p>Group Finance Director</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Vipul Thacker	<p>Group Director for Central Services</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Mark Vaughan	<p>Group Director of Commercial Services</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p> <p>Director of the Parent</p> <p>Director of PLMR</p>
Katie Yallop	<p>External Trustee, Duke of Lancaster Housing Trust</p> <p>Group Director of Sales and Marketing</p> <p>Director of the Propcos</p> <p>Director of the Borrower</p>

	Director of the Parent Director of PLMR
Eleanor Houlton	Group Director of Assets Director of the Propcos Director of the Borrower Director of the Parent Director of PLMR

Save as disclosed above, there are no potential conflicts of interest between any duties to the Obligor Holdco of the directors of the Obligor Holdco and their private interests and/or duties. All directors of the Obligor Holdco are also on the Executive Board of NHG (Kate Davies and Paul Phillips are also Board members of NHG) and directors of the Propcos, the Borrower, the Parent and PLMR; however, the constitutional documents of these entities allow for this, provided that the nature and extent of their interest has been declared.

The business address of each of the above directors is Bruce Kenrick House, 2 Killick Street, London N1 9FL.

There are no potential conflicts of interest between any duties of the directors of Obligor Holdco to the Issuer and their private interests and/or duties.

Capitalisation and indebtedness

Share capital

The entire issued share capital of the Obligor Holdco is 80,785,843 ordinary shares of 50 pence each and 2,394,245 ordinary redeemable shares of £1 each.

NHG holds all of the shares of Obligor Holdco.

USE OF PROCEEDS

The total gross proceeds of the issue of the Notes will be £249,997,500.

On the Closing Date, the Issuer will apply the aggregate gross proceeds from the issue of the Notes to make an advance to the Borrower of the Issuer/Borrower Loan under the Issuer/Borrower Facility Agreement.

The Borrower will apply the proceeds of the Issuer/Borrower Loan towards making loans to Propcos pursuant to the Intra-Group Agreement. The Propcos will, in turn, use the proceeds of such loans, together with funds from fully subordinated debt from NHG, to acquire the Properties from other property-owning companies within the Group or to repay any existing intra-group indebtedness owed by the Propcos to NHG.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes (the “Conditions”) in the form (subject to amendment) in which they will be set out in the Note Trust Deed (as defined below). The terms and conditions set out below will apply to the Notes in global form.

The £250,000,000 1.246 per cent. Private Rental Sector Secured Notes due 2037 (the “Notes”) of Folio Residential Finance No. 1 plc (the “Issuer”) are constituted by a trust deed (the “Note Trust Deed”) dated 5 October 2020 (the “Closing Date”) made between the Issuer and HSBC Corporate Trustee Company (UK) Limited (in such capacity, the “Note Trustee”, which expression shall include all persons for the time being acting as the note trustee or note trustees under the Note Trust Deed including all successors and assigns) as trustee for the Noteholders and the Couponholders (each as defined below). Any reference in these terms and conditions (the “Conditions”) to the “Note Trust Deed” shall be a reference to the Note Trust Deed, as supplemented, modified, amended, restated, novated and/or replaced from time to time.

The proceeds of the Notes will be on-lent by the Issuer to the Borrower on the Closing Date pursuant to a facility agreement dated on or around the Closing Date (as supplemented, modified, amended, restated, novated and/or replaced from time to time, the “Issuer/Borrower Facility Agreement” and the facility provided by the Issuer to the Borrower thereunder, the “Issuer/Borrower Facility”, and the loan made thereunder, the “Issuer/Borrower Loan”).

The security for the Notes is constituted by a deed of charge (as supplemented, modified, amended, restated, novated and/or replaced from time to time, the “Issuer Deed of Charge”) dated on or around the Closing Date and made between, among others, the Issuer and HSBC Corporate Trustee Company (UK) Limited (in such capacity, the “Issuer Security Trustee”, which expression shall include all persons for the time being acting as the security trustee or security trustees under the Issuer Deed of Charge including all successors and assigns).

Pursuant to a paying agency agreement (as supplemented, modified, amended, restated, novated and/or replaced from time to time, the “Agency Agreement”) dated the Closing Date and made between the Issuer, HSBC Bank plc as principal paying agent (the “Principal Paying Agent” and together with such additional or other paying agents, if any, appointed from time to time pursuant to the Agency Agreement, the “Paying Agents”) and the Note Trustee, provision is made for the payment of principal, premium (if any) and interest in respect of the Notes.

In addition, the Issuer (in its capacity as the lender of the Issuer/Borrower Loan and an Obligor Secured Creditor) will, on or about the Closing Date, enter into a security trust and intercreditor deed (as supplemented, modified, amended, restated, novated and/or replaced from time to time, the “STID”) with, *inter alios*, Folio Treasury Limited (the “Borrower”) and CBRE Loan Services Limited (in such capacity, the “Obligor Security Trustee”, which expression shall include all persons for the time being acting as the security trustee or security trustees under the STID, the Obligor Deed of Charge and the other Obligor Security Documents including all successors and assigns).

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement, the Issuer/Borrower Facility Agreement, the STID and the master definitions agreement (as supplemented, modified, amended, restated, novated and/or replaced from time to time, the “Master Definitions Agreement” or the “MDA”) entered into by, among others, the Issuer, the Borrower, the Note Trustee, the Issuer Security Trustee and the Obligor Security Trustee on or about the Closing Date.

Copies of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement, the Issuer/Borrower Facility Agreement, the STID, the MDA and the other Issuer Transaction Documents are available for inspection by the Noteholders during normal business hours at the specified office for the time being of each of the Paying Agents. The Noteholders are entitled to the

benefit of, are bound by, and are deemed to have notice of, all the provisions of the Issuer Transaction Documents applicable to them.

Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the MDA available as described above. These Conditions shall be construed in accordance with the principles of construction set out in the MDA available as described above.

1. **Form, denomination and title**

- 1.1 The Notes are initially offered and sold outside the United States to non-U.S. persons pursuant to Regulation S under the United States Securities Act of 1933 (as amended) (the “**Securities Act**”) and are initially represented by a temporary global note (the “**Temporary Global Note**”) in bearer form in the aggregate principal amount on issue of £250,000,000. The Temporary Global Note has been deposited on behalf of the subscribers of the Notes with a common safekeeper (the “**Common Safekeeper**”) for Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and Euroclear Bank SA/NV (“**Euroclear**”) and together with Clearstream, Luxembourg, the “**Clearing Systems**”) on the Closing Date. Upon deposit of the Temporary Global Note, the Clearing Systems credited each subscriber of Notes with the principal amount of Notes equal to the aggregate principal amount thereof for which it had subscribed and paid. Interests in the Temporary Global Note are exchangeable on and after the date which is 40 days after the Closing Date, upon certification of non-U.S. beneficial ownership by the relevant Noteholder, for interests recorded in the records of the Clearing Systems in a permanent global note (the “**Permanent Global Note**”) representing the Notes (the expressions “**Global Notes**” and “**Global Note**” meaning the Temporary Global Note and the Permanent Global Note together or individually, respectively). Title to the Global Notes will pass by delivery.

Interests in a Global Note will be transferable in accordance with the rules and procedures for the time being of the relevant Clearing System.

For so long as the Notes are represented by a Global Note and the Clearing Systems so permit, the Notes will be tradable only in the minimum authorised denomination of £100,000 and higher integral multiples of £1,000, notwithstanding that no Definitive Notes (as defined below) will be issued with a denomination above £199,000. During this time transfer and exchanges of beneficial interests in such Notes and entitlements to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of the relevant Clearing System.

- 1.2 If, while any of the Notes are represented by the Permanent Global Note, (i) either of the Clearing Systems is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Note Trustee is then in existence or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Interest Payment Date (as defined below) be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form, then the Issuer will issue Notes in definitive bearer form (“**Definitive Notes**”) in exchange for the relevant Permanent Global Note (free of charge to the persons entitled to them) within 30 days of the occurrence of the relevant event. These Conditions and the Issuer Transaction Documents will be amended in such manner as the Note Trustee and the Issuer Security Trustee require to take account of the issue of Definitive Notes. A Permanent Global Note will not be exchangeable for Definitive Notes in any other circumstances.

1.3 Definitive Notes, if issued, will only be printed and issued in denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000. No Definitive Notes will be issued with a denomination above £199,000. Such Notes will be serially numbered and will be issued in bearer form with (at the date of issue) Coupons and, if necessary, talons attached. Title to the Definitive Notes shall pass by delivery.

1.4 Any reference in these Conditions to “**Noteholders**” means each person (other than the Clearing Systems themselves) who is for the time being shown in the records of the Clearing Systems as the holder of a particular Principal Amount Outstanding (as defined in Condition 6.4 (*Principal Amount Outstanding*)) of the Notes (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of the Notes standing to the account of any person shall be conclusive and binding for all purposes) and such person shall be treated by the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Notes for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and for which purpose Noteholders means the bearer of the relevant Global Note, and related expressions shall be construed accordingly. Any reference in these Conditions to “**Couponholders**” shall be a reference to the holders of the interest coupons in respect of the Notes (“**Coupons**”).

2. **Status and relationship between the Notes and security**

2.1 **Status and relationship between the Notes**

- (A) The Notes constitute direct, secured, unsubordinated and, subject as provided in Condition 10 (*Enforcement*), unconditional obligations of the Issuer. The Notes rank *pari passu* without preference or priority amongst themselves.
- (B) The Note Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Noteholders equally as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise).
- (C) The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other parties to the Issuer Transaction Documents and/or the Obligor Transaction Documents.
- (D) Prior to the delivery of an Issuer Acceleration Notice (as defined in Condition 9 (*Issuer Events of Default*)) and/or an Issuer Enforcement Notice, pursuant to the Issuer Cash Management Agreement, the Issuer is required on each Interest Payment Date to apply monies credited to the Issuer Transaction Account (together with amounts permitted to be withdrawn from the Issuer Liquidity Reserve Account) in accordance with the Issuer Pre-Enforcement Pre-Acceleration Payment Priorities.
- (E) Pursuant to the Issuer Deed of Charge, on each Interest Payment Date following the delivery of an Issuer Enforcement Notice but prior to the delivery of an Issuer Acceleration Notice, all monies credited to the Issuer Transaction Account (together with amounts permitted to be withdrawn from the Issuer Liquidity Reserve Account) must be applied in accordance with the Issuer Post-Enforcement Pre-Acceleration Payment Priorities.
- (F) Pursuant to the Issuer Deed of Charge, following the delivery of an Issuer Acceleration Notice and an Issuer Enforcement Notice by the Note Trustee, all monies received by the Issuer or the Issuer Security Trustee and all monies standing

to the credit of the Issuer Transaction Account must be applied in accordance with the Issuer Post-Enforcement Post-Acceleration Payment Priorities.

- (G) The Issuer Deed of Charge contains provisions requiring the Issuer Security Trustee (except where expressly provided otherwise) to have regard to the interests of the Issuer Secured Creditors as a whole as regards the exercise or performance of each of its trusts, powers, authorities, duties, discretions and obligations in respect of the Issuer Security under the Issuer Deed of Charge and each of the other Issuer Transaction Documents or the rights or benefits which are comprised in the Issuer Security. If, in relation to the exercise or performance of any of those trusts, powers, authorities, duties, discretions and obligations, in the Issuer Security Trustee's opinion there is or may be a conflict between the interests of (A) the Noteholders and (B) the other Issuer Secured Creditors, the Issuer Security Trustee shall be entitled to have regard only to the interests of the Noteholders.

2.2 **Security**

- (A) The security constituted by and pursuant to the Issuer Deed of Charge is granted on the Closing Date to the Issuer Security Trustee, on trust for itself, the Note Trustee on behalf of the Noteholders and/or Couponholders, the Issuer Cash Manager, the Issuer Account Bank, the Paying Agents, the Servicer, the Special Servicer, the Corporate Services Provider and the other creditors of the Issuer that are party to or accede to the Issuer Deed of Charge from time to time under the terms thereof (together, the "**Issuer Secured Creditors**"), upon and subject to the terms and conditions of the Issuer Deed of Charge.
- (B) The Noteholders will share in the benefit of the security constituted by and pursuant to the Issuer Deed of Charge, upon and subject to the terms and conditions of the Issuer Deed of Charge.
- (C) The security constituted by and pursuant to the Obligor Deed of Charge and the other Obligor Security Documents is granted on the Closing Date to the Obligor Security Trustee, on trust for itself, the Issuer and the other Obligor Secured Creditors, upon and subject to the terms and conditions of the STID.
- (D) The Issuer and indirectly the Noteholders and the other Issuer Secured Creditors share in the benefit of the security constituted by and pursuant to the Obligor Deed of Charge and the other Obligor Security Documents, upon and subject to the terms and conditions of the STID, the Obligor Deed of Charge and the other Obligor Security Documents.

3. **Covenants**

- 3.1 The Issuer will at all times comply with the covenants given by it as set out in the Note Trust Deed, the Issuer Deed of Charge and the other Issuer Transaction Documents.
- 3.2 Without prejudice to the generality of Condition 3.1 above, and save with the prior written consent of the Note Trustee or unless otherwise permitted under any of the Issuer Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:
- (A) **Negative pledge:** save as to the security created pursuant to Condition 2.2, create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertaking;
- (B) **Restrictions on activities:** (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Issuer Transaction Documents provide or envisage that the Issuer will engage; or (ii) have

any subsidiaries (as defined in the Companies Act 2006), any subsidiary undertakings (as defined in the Companies Act 2006) or any employees or premises;

- (C) **Disposal of assets:** transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;
- (D) **Dividends or distributions:** pay any dividend or make any other distribution to its shareholders or issue any further shares;
- (E) **Indebtedness:** incur any Financial Indebtedness or give any guarantee in respect of any Financial Indebtedness or of any other obligation of any person;
- (F) **Merger:** consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
- (G) **No modification or waiver:** permit any of the Issuer Transaction Documents to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Issuer Transaction Documents or permit any party to any of the Issuer Transaction Documents to be released from its obligations or exercise any right to terminate any of the Issuer Transaction Documents;
- (H) **Bank accounts:** have an interest in any bank account other than the Issuer Accounts, unless such account or interest therein is charged to the Issuer Security Trustee on terms acceptable to it;
- (I) **Corporation tax:** prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006;
- (J) **VAT:** apply to become part of any group for the purposes of section 43 of the Value Added Tax Act 1994 with any other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal the Value Added Tax Act 1994;
- (K) **Surrender of group relief:** offer or consent to surrender to any company any amounts which are available for surrender by way of group relief within Part 5 of the Corporation Tax Act 2010; or
- (L) **Not acquire shares:** acquire obligations or securities of its shareholders.

3.3 Save with the prior written consent of the Note Trustee or unless otherwise permitted under any of the Issuer Transaction Documents, the Issuer shall, so long as any Note remains outstanding:

- (A) **Books and records and financial statements:** maintain its books and records, accounts and financial statements separate from any other person or entity and use separate stationery, invoices and cheques;
- (B) **Conduct of business:** hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, conduct its own business in its own name and maintain an arm's length relationship with its affiliates (if any);
- (C) **Liabilities:** pay its own liabilities out of its own funds;

- (D) **Assets:** not commingle its assets with those of any other entity;
- (E) **Corporate formalities:** observe all formalities required by its memorandum and articles of association;
- (F) **Capital:** maintain adequate capital in light of its obligations under the Issuer Transaction Documents; and
- (G) **Independent Director:** maintain the appointment of at least one non-executive director, such non-executive director(s) to be independent of the Borrower and each of the other Obligors. The independent director(s) of the Issuer shall be provided by a corporate services provider.

3.4 The Issuer will procure that the Borrower provides the Paying Agents with copies of the information to be delivered to the Paying Agents pursuant to the Issuer/Borrower Facility Agreement, which will be available for collection by Noteholders during normal business hours at the specified office for the time being of each of the Paying Agents.

4. **Interest**

4.1 **Interest accrual**

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Condition 5 (*Payments*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment, in which event interest shall continue to accrue as provided in the Note Trust Deed.

4.2 **Interest Rate and Interest Payment Dates**

The Notes bear interest on their Principal Amount Outstanding from (and including) the Closing Date at the rate of 1.246 per cent. per annum (the “**Interest Rate**”), payable quarterly in arrear in equal instalments on 31 January, 30 April, 31 July and 31 October in each year, commencing on 31 January 2021 or, if such day is not a Business Day, on the immediately succeeding Business Day (each, an “**Interest Payment Date**”). The period from (and including) the Closing Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**”.

4.3 **Calculation of interest other than on a quarterly basis**

When interest is required to be calculated in respect of a period other than a full quarter year, it shall be calculated by applying the Interest Rate to the Principal Amount Outstanding and multiplying the result by: (a) the actual number of days in the period from (and including) the date from which interest begins to accrue to (but excluding) the date on which it falls due divided by (b) 365, with the amount resulting from any such calculation being rounded down to the nearest penny.

4.4 **Default Interest**

On each Interest Payment Date, the Issuer will use the Default Interest Subordinated Amount, to the extent received by it from the Borrower, towards payment of item (7) of the Issuer Payment Priorities.

5. **Payments**

5.1 **Payments in respect of Notes**

Payments in respect of principal, premium (if any) and interest in respect of any Global Note will be made only against presentation of such Global Note to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) for such purpose, subject, in the case of the Temporary Global Note, to certification of non-U.S. beneficial ownership as provided in the Temporary Global Note.

A record of each payment of principal, premium or interest made in respect of a Global Note will be made on the relevant Global Note by or on behalf of the Principal Paying Agent or such other Paying Agent as aforesaid and such record shall be prima facie evidence that the payment in question has been made. No person appearing from time to time in the records of either of the Clearing Systems as the holder of a Note shall have any claim directly against the Issuer in respect of payments due on such Note whilst such Note is represented by a Global Note and the Issuer shall be discharged by payment of the relevant amount to the bearer of the relevant Global Note.

5.2 **Method of payment**

Payments will be made by credit or transfer to an account in sterling maintained by the payee with a bank in London.

5.3 **Payments subject to applicable laws**

Payments in respect of principal, premium (if any) and interest on the Notes are subject in all cases to any fiscal or other laws, regulations, agreements and directives applicable in the place of payment or to which the Issuer or any Paying Agent agrees to be subject including as set out in Condition 7.

5.4 **Payment only on a Presentation Date**

A holder shall be entitled to present a Global Note for payment only on a Presentation Date and shall not, except as provided in Condition 4 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

“**Presentation Date**” means a day which (subject to Condition 8 (*Prescription*)):

- (A) is or falls after the relevant due date;
- (B) is a Business Day in the place of the specified office of the Paying Agent at which the Global Note is presented for payment; and
- (C) in the case of payment by credit or transfer to a sterling account in London (as referred to above), is a Business Day in London.

In this Condition 5 (*Payments*), “**Business Day**” means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place.

5.5 **Initial Paying Agents**

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval

of the Note Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that:

- (A) there will at all times be a person appointed to perform the obligations of the Principal Paying Agent; and
- (B) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of relevant stock exchange and competent authority.

Notice of any termination or appointment and of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 15 (*Notice to Noteholders*).

5.6 **Default Interest Subordinated Amount**

Subject to the applicable Issuer Payment Priorities, on each Interest Payment Date, any amounts referred to in Condition 4.4 (*Default Interest*) will be allocated to the Notes.

6. **Redemption**

6.1 **Redemption at maturity**

Unless previously redeemed in full, the Notes are expected to be redeemed in full on the Interest Payment Date falling in October 2027 (the "**Expected Maturity Date**"), being the Interest Payment Date immediately following the Loan Maturity Date. The Notes will only be redeemed in full on the Expected Maturity Date to the extent that all amounts outstanding under the Issuer/Borrower Loan are paid in full to the Issuer. To the extent that such amounts are not paid, the Issuer will, prior to the service of an Issuer Acceleration Notice, redeem the Notes on each Interest Payment Date after the Expected Maturity Date from amounts received by it under the Issuer/Borrower Loan, subject to the applicable Issuer Payment Priorities. In any event, the Issuer will redeem the Notes at their Principal Amount Outstanding on the Interest Payment Date falling in October 2037 (the "**Final Maturity Date**"). Any such redemption payment will be made together with accrued but unpaid interest thereon (including, if applicable, any amounts payable in accordance with item 7 of the Issuer Payment Priorities) to such date.

6.2 **Redemption upon repayment or prepayment of the Issuer/Borrower Loan**

- (A) If the Borrower gives notice to the Issuer that it will prepay the whole or part of the Issuer/Borrower Loan prior to the Loan Maturity Date:
 - (1) by way of a voluntary prepayment prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice;
 - (2) prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice using the following amounts deposited into the Disposal Proceeds Account:
 - (a) the proceeds of a disposal of a Property or Properties (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco towards the acquisition of a Property within 6 months;
 - (b) the proceeds of a compulsory purchase of a Property or Properties (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco towards the acquisition of a Property within 6 months; or

- (c) insurance proceeds (other than proceeds from loss of rent insurance) (1) at the option of the relevant Propco or (2) if not applied by the relevant Propco in reinstatement of the relevant Property or Properties within three years;
- (3) prior to the delivery of an Obligor Enforcement Notice and/or Obligor Acceleration Notice using amounts standing to the credit of the Cure Account if there has been a breach of any Financial Covenant Ratios for two successive Calculation Dates; or
- (4) following the delivery of an Obligor Enforcement Notice but prior to the delivery of an Obligor Acceleration Notice using amounts standing to the credit of the Disposal Proceeds Account and/or the Cure Account,

(in each case in accordance with the relevant provisions of the Issuer/Borrower Facility Agreement), then the Issuer shall, upon receipt of notice of such prepayment from the Borrower give not less than five days' notice thereof to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) and to the Note Trustee (copied to the Rating Agencies) and upon receipt of such prepayment from the Borrower redeem the Notes on the next Interest Payment Date occurring on or following the expiry of such notice period at an amount equal to the higher of the following:

- (i) par; and
- (ii) the amount (the “**Early Repayment Amount**”) (as calculated by a financial adviser nominated by the Issuer (with the advice of a leading broker and/or gilt edged market maker or other expert operating in the gilt market selected by the Issuer) (the “**Nominated Financial Adviser**”) and reported in writing to the Issuer, the Issuer Cash Manager and the Note Trustee) which is equal to the principal amount of the Notes to be redeemed multiplied by the price (expressed as a percentage and calculated by the Nominated Financial Adviser) (rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Notes (if the Notes were to remain outstanding until their Expected Maturity Date) on the Determination Date would be equal to the sum of (i) the Gross Redemption Yield at 3:00 pm (London time) on the Determination Date of the Benchmark Gilt and (ii) 0.20 per cent.,

together with any interest accrued up to (but excluding) the date of redemption, **PROVIDED THAT** no such Early Repayment Amount (if applicable) shall be payable in respect of any early redemption of Notes (a) on or at any time after 30 April 2027, being the date falling six months before the Expected Maturity Date or (b) in any of the circumstances set out in Condition 6.2(A)(2)(b), Condition 6.2(A)(2)(c), Condition 6.2(A)(3) or Condition 6.2(A)(4).

For the avoidance of doubt, the Early Repayment Amount will not be payable in any circumstances in respect of any early redemption of Notes at any time during the period commencing on 30 April 2027, being the date falling six months before the Expected Maturity Date, and ending on the Final Maturity Date.

For the purposes of this Condition:

“**Benchmark Gilt**” means such UK Government stock as the Nominated Financial Adviser shall determine to be a benchmark gilt the maturity of which most closely matches the Expected Maturity Date;

“Determination Date” means the date that is the third day in London prior to the date of redemption pursuant to this Condition 6.2; and

“Gross Redemption Yield” means a yield calculated by the Nominated Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 5, Section One: Price/Yield Formulae (Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date) (published on 8th June, 1998 and updated on 15th January, 2002 and 16th March, 2005) (as amended or supplemented from time to time).

- (B) The Notes to be redeemed in accordance with Condition 6.2(A) above will be selected in accordance with the rules and procedures of the relevant Clearing Systems (to be reflected in the records of the Clearing Systems as a pool factor).
- (C) If the Issuer receives any monies from any Obligor from or on behalf of the Obligor Security Trustee or any receiver appointed by the Obligor Security Trustee following the delivery of an Obligor Enforcement Notice (other than in accordance with the relevant provisions of the Issuer/Borrower Facility Agreement) or an Obligor Acceleration Notice (following such being given in accordance with the STID), the Issuer shall, upon receipt of notice of such repayment from or on behalf of the Obligor Security Trustee, give not less than five days' notice thereof to the Note Trustee and the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) and redeem the Notes at their Principal Amount Outstanding together with accrued but unpaid interest on the next Interest Payment Date occurring on or following the expiry of such notice period (or, if earlier, the Final Maturity Date).
- (D) If at any time that the Borrower cancels and prepays the Issuer/Borrower Loan as a consequence of:
 - (1) the Borrower or any other Obligor being required to increase certain payments to the Issuer in respect of the Issuer/Borrower Loan (or, in respect of the Intra-Group Loans, to the Borrower) as a result of the imposition of a requirement to deduct or withhold tax from such payments; or
 - (2) the Borrower or any other Obligor being required to pay an amount in respect of tax to the Issuer in respect of the Issuer/Borrower Loan (or, in respect of the Intra-Group Loans, to the Borrower) in accordance with the Issuer/Borrower Facility Agreement (or, in the case of any other Obligor, the Intra-Group Agreement),

then the Issuer shall, upon receipt of notice of such prepayment from the Borrower give not less than five days' written notice thereof to the Note Trustee and to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) and redeem all, but not some only, of the Notes on the next Interest Payment Date occurring on or following the expiry of such notice period at their Principal Amount Outstanding together with accrued but unpaid interest on the Principal Amount Outstanding up to (but excluding) such date (without any premium).

6.3 Optional redemption for taxation reasons

- (A) If:
 - (1) by reason of a change in tax law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on the next Interest Payment Date, the Issuer or the Paying Agents would be required to deduct or withhold from any payment of principal or interest on the Notes

(other than because the relevant holder has some connection with the United Kingdom other than the holding of the Notes) any amount for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political sub-division thereof or any authority thereof or therein; or

- (2) by reason of a change in law, which change becomes effective on or after the Closing Date, it has become or will become unlawful for the Issuer to perform any of its obligations under the Issuer/Borrower Facility Agreement or make, fund or allow to remain outstanding all or any of the Issuer/Borrower Loan made by it under the Issuer/Borrower Facility Agreement,

then the Issuer shall, if the same would avoid the effect of the relevant event described in sub-paragraph (1) or (2) above, appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange the substitution of a company incorporated and/or tax resident in another jurisdiction approved in writing by the Note Trustee as principal debtor under the Notes and as lender of the Issuer/Borrower Loan under the Issuer/Borrower Facility Agreement, provided that, in respect of the substitution of the Issuer, the conditions for substitution of the Issuer as referred to in Condition 12.11 (*Meetings of Noteholders, Modification and Waiver – Substitution*) have been satisfied.

- (B) Subject to Condition 6.3(D) below, if the Issuer satisfies the Note Trustee immediately before giving the notice referred to below that:

- (1) one or more of the events described in Condition 6.3(A)(1) or 6.3(A)(2) above is continuing;
- (2) the appointment of a Paying Agent or a substitution as referred to above would not avoid the effect of the relevant event or that, having used its reasonable endeavours, the Issuer is unable to arrange such a substitution; and
- (3) in the case of Condition 6.3(A)(2) only, the Issuer has notified the Borrower that the commitment of the Issuer under the Issuer/Borrower Facility Agreement is cancelled thereby obliging the Borrower to prepay the Issuer/Borrower Loan,

then the Issuer may, provided that an Issuer Acceleration Notice has not been delivered, on any Interest Payment Date thereafter and having given not less than five days' written notice (or, in the case of an event described in sub-paragraph (2) above, such shorter period expiring on or before the latest date permitted by relevant law) to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) and to the Note Trustee (copied to the Rating Agencies), redeem all, but not some only, of the Notes at their Principal Amount Outstanding together with accrued but unpaid interest on the Principal Amount Outstanding up to (but excluding) such date (without any premium).

- (C) Prior to the publication of any notice of redemption pursuant to this Condition 6.3 (*Optional redemption for taxation reasons*) the Issuer shall deliver to the Note Trustee a certificate signed by two directors of the Issuer stating that (i) one or more of the events described in Condition 6.3(A)(1) or (2) above is continuing and that the appointment of a Paying Agent or a substitution as referred to above would not avoid the effect of the relevant event or that, having used its reasonable endeavours, the Issuer is unable to arrange such a substitution; and (ii) the Issuer has or will have the necessary funds to pay all principal and interest due in respect of the Notes on

the relevant Interest Payment Date and to discharge all other amounts required to be paid by it on the relevant Interest Payment Date.

- (D) Any certificate given by or on behalf of the Issuer under this Condition 6.3 (*Optional redemption for taxation reasons*) may be relied on by the Note Trustee without investigation and without liability to any other person and shall be conclusive and binding on the Noteholders and the other Issuer Secured Creditors.

6.4 **Principal Amount Outstanding**

The “**Principal Amount Outstanding**” of a Note on any date shall be its original principal amount less the aggregate amount of all principal payments made in respect of such Note which have previously been paid in respect of such Note since the Closing Date except if and to the extent that any such payment has been improperly withheld or refused.

6.5 **Notice of redemption**

Any such notice as is referred to in Condition 6.2 (*Redemption upon repayment or prepayment of the Issuer/Borrower Loan*) or Condition 6.3 (*Optional redemption for taxation reasons*) above shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the relevant Notes at the applicable amounts specified above.

6.6 **Purchases**

To the extent it is permitted to do so pursuant to the provisions of the Issuer/Borrower Facility Agreement, an Obligor may purchase any Note. Any Note which is purchased by an Obligor will, in accordance with the Issuer/Borrower Facility Agreement or the Intra-Group Agreement (as the case may be), be surrendered by the Obligor to the Issuer. The Issuer will not be permitted to purchase any of the Notes.

6.7 **Cancellation**

All Notes redeemed by the Issuer in full in accordance with Condition 6.2 (*Redemption upon repayment or prepayment of the Issuer/Borrower Loan*) or Condition 6.3 (*Optional redemption for taxation reasons*) and any Notes purchased by an Obligor and surrendered by that Obligor to the Issuer in accordance with Condition 6.6 (*Purchases*) will be cancelled by the Principal Paying Agent upon such redemption or surrender and may not be resold or re-issued.

7. **Taxation**

All payments in respect of the Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”), unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or, as the case may be, the relevant Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction.

Payments by the Issuer in respect of the Notes will be subject in all cases to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

8. Prescription

Claims in respect of principal, premium and interest on the Notes will be prescribed after 10 years (in the case of principal and premium) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Condition 8 (*Prescription*), the “**Relevant Date**”, in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the moneys payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such moneys having been received, notice to that effect is duly given to the relevant Noteholders in accordance with Condition 15 (*Notice to Noteholders*).

9. Issuer Events of Default

9.1 **Issuer Events of Default**

The Note Trustee at its absolute discretion and without notice may, and if so directed in writing by the holders of at least one-fifth in aggregate Principal Amount Outstanding of any Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject, in each case, to being indemnified and/or secured and/or pre-funded to its satisfaction), give notice (an “**Issuer Acceleration Notice**”) to the Issuer and the Issuer Security Trustee (copied to the Rating Agencies) that the Notes are immediately due and repayable at their respective Principal Amount Outstanding, together with accrued interest as provided in the Note Trust Deed, in any of the following (but, in the case of the happening of any of the events described in paragraphs (B) to (F) below, only if the Note Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Notes then outstanding) events (each, an “**Issuer Event of Default**”) subject to Condition 9.3 (*Restriction*):

- (A) if default is made in the payment of any principal, premium or interest due in respect of the Notes or any of them and the default continues for a period of five Business Days; or
- (B) if the Issuer fails to perform or observe any of its other obligations under the Conditions or any Issuer Transaction Document and (other than in respect of paragraph (A) above and, except in any case where the Note Trustee or, in the case of the Issuer Deed of Charge, the Issuer Security Trustee considers the failure to be incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for a period of 20 Business Days (or such longer period as the Note Trustee or, as applicable, the Issuer Security Trustee may permit) following the service by the Note Trustee or, as the case may be, the Issuer Security Trustee on the Issuer of notice requiring the same to be remedied; or
- (C) if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolutions of the Noteholders; or
- (D) if the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolutions of the Noteholders, or the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or is (in the opinion of the Note Trustee) deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or

- (E) if: (i) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, application to the court for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) or an administration order is granted or the appointment of an administrator takes effect or an administrative or other receiver, manager or other similar official is appointed, in relation to the Issuer or in relation to the whole or any part of the undertaking or assets of the Issuer or an encumbrancer takes possession of the whole or any part of the undertaking or assets of the Issuer, or a distress, execution, attachment, sequestration, diligence or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of the Issuer; and (ii) in the case of any such possession or any such last-mentioned process, unless initiated by the Issuer, is not discharged or otherwise ceases to apply within 14 days; or
- (F) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (G) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Issuer Transaction Documents.

9.2 General

Upon the service of an Issuer Acceleration Notice by the Note Trustee in accordance with Condition 9.1 (*Issuer Events of Default*) above, the Notes then outstanding shall thereby immediately become due and repayable at their Principal Amount Outstanding, together with accrued interest as provided in the Note Trust Deed. The security constituted by the Issuer Deed of Charge will become enforceable upon the occurrence of an Issuer Event of Default.

9.3 Restriction

Except in the case of an Issuer Event of Default referred to in Condition 9.1(A) (*Issuer Events of Default*), the Issuer Security Trustee will not be entitled to dispose of any of the assets comprised in the security constituted by the Issuer Deed of Charge unless either (i) a sufficient amount would be realised from such disposal to allow discharge in full of all amounts owing to the Noteholders and any amount required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes, (ii) the Issuer Security Trustee is of the opinion, which shall be binding on the Noteholders, reached after considering at any time and from time the advice of such professional advisers as are selected by the Issuer Security Trustee, upon which the Issuer Security Trustee shall be entitled to rely, that the cashflow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders and any amounts required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes or (iii) a sufficient amount would not be so realised, but the resulting shortfall would be less than the shortfall that would result from not disposing of such assets.

10. Enforcement

The Note Trustee may, at any time, at its discretion and without notice, take such proceedings, action or steps under or in connection with any of the Issuer Transaction Documents as it may think fit (including, without limitation, directing the Issuer Security Trustee to take any action under or in connection with any of the Issuer Transaction Documents or, after the occurrence of an Issuer Event of Default, to deliver an Issuer Enforcement Notice to the Issuer and to take steps to enforce the security constituted by the Issuer Deed of Charge), provided that:

- (A) the Note Trustee shall not be bound to take any such proceedings, action or steps (or give any such instruction to the Issuer Security Trustee to do so) unless it shall have been (i) so directed by an Extraordinary Resolution of the Noteholders or (ii) so directed in writing by the holders of at least one-fifth in aggregate Principal Amount Outstanding of the Notes;
- (B) the Issuer Security Trustee shall not, and shall not be bound to, take any such proceedings, action or steps unless it shall have been so directed by (i) the Note Trustee or (ii) if there are no Notes outstanding, all of the other Issuer Secured Creditors;
- (C) neither the Note Trustee nor the Issuer Security Trustee shall be bound to take any such proceedings, action or steps unless it shall have been indemnified and/or secured and/or pre-funded to its satisfaction; and
- (D) the Note Trustee shall not be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer.

Notwithstanding the foregoing, the Issuer Deed of Charge provides that the Issuer Security Trustee shall enforce the Issuer Security by appointing an Administrative Receiver in respect of the Issuer if it has actual notice of (i) an application for the appointment of an administrator in respect of the Issuer or (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, such appointment of an Administrative Receiver to take effect not later than the final day by which the appointment must be made in order to prevent an administration proceeding.

The Issuer Deed of Charge further provides that (i) the Issuer Security Trustee will not be liable for any failure to appoint an Administrative Receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and (ii) in the event that the Issuer Security Trustee appoints an administrative receiver in respect of the Issuer under the Issuer Deed of Charge in the circumstances set out in the paragraph above, then the Issuer shall waive all claims against the Issuer Security Trustee in respect of the appointment of the Administrative Receiver.

No Noteholder shall be entitled to proceed directly against the Issuer or any other party to any of the Issuer Transaction Documents to enforce the performance of any of the provisions of the Issuer Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless the Note Trustee or, as the case may be, the Issuer Security Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Noteholder shall be entitled at any time to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer or to take any action which would result in the Issuer Payment Priorities not being observed. The Issuer Security Trustee will not be required to enforce the Issuer Security at the request of any Issuer Secured Creditor other than the Note Trustee (or, in the circumstances described in this paragraph, the Noteholders).

Notwithstanding any other Condition or any provision of any Issuer Transaction Document, all obligations of the Issuer to the Noteholders are limited in recourse to the property, assets and undertakings of the Issuer which are the subject of the security created by the Issuer Deed of Charge (the "**Issuer Charged Assets**"). If:

- (A) there are no Issuer Charged Assets remaining which are capable of being realised or otherwise converted into cash;
- (B) all amounts available from the Issuer Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Issuer Deed of Charge; and
- (C) there are insufficient amounts available from the Issuer Charged Assets to pay in full, in accordance with the provisions of the Issuer Deed of Charge, amounts outstanding under the Notes (including payments of principal, premium (if any) and interest),

then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

11. Note Maturity Plan

- 11.1 Without prejudice to any Note Maturity Plan that is approved, if either (a) an Obligor Event of Default has occurred and is continuing unremedied and unwaived on any date which is 6 months or more after the date of occurrence of that Obligor Event of Default; or (b) any part of the Issuer/Borrower Loan remains outstanding immediately following the close of business on the Loan Maturity Date (such date the “**Amortisation Trigger Date**”), the Special Servicer will implement a plan to dispose of (or procure or instruct the disposal of (including by way of the procurement or instruction of any Insolvency Official to the extent permitted by law)) sufficient Properties (at not less than the Relevant Amount in respect of each such Property (save where there is a simultaneous disposal of all the Properties)) in each 12 month period following the Amortisation Trigger Date which will result in the amortisation of the Issuer/Borrower Loan by an amount, in each such 12 month period falling after the Amortisation Trigger Date, which is equal to at least 10% of the amount of the Issuer/Borrower Loan immediately following the close of business on the Amortisation Trigger Date (provided that (save where there is a simultaneous disposal of all the Properties) if a price of equal to or greater than the Allocated Loan Amount in respect of any Property cannot be achieved in respect of any such disposal, there will be no requirement to make such disposal).
- 11.2 If (a) any part of the Issuer/Borrower Loan remains outstanding twelve months prior to the Final Maturity Date (the “**Note Maturity Plan Trigger Date**”) and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Issuer/Borrower Loan (whether by enforcement of the related Transaction Obligor Security or otherwise) are unlikely to be realised in full prior to the Final Maturity Date, the Special Servicer will be required to prepare a draft selection of proposals (the “**Note Maturity Plan**”) and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after the Note Maturity Plan Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage an independent financial or legal expert or receiver to advise the Issuer Security Trustee as to the enforcement of the Issuer Security. The Issuer, with the assistance of and on the direction of the Special Servicer, will publish the Note Maturity Plan with the Regulatory Information Service.
- 11.3 Upon receipt of the draft Note Maturity Plan, the Issuer will publish a draft of the Note Maturity Plan in accordance with Condition 15 (*Notice to Noteholders*) and will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of the Noteholders (subject to the Servicing Standard) following which it shall promptly (x) provide a final Note Maturity Plan to the

Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders with a final Note Maturity Plan.

- 11.4 Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer, irrespective of whether it results in a Basic Terms Modification or relates to an Entrenched Right and shall have no liability to any person for seeking to implement and subsequently implementing such proposal with no regard to the Servicing Standard. However, the Special Servicer shall not be required to implement any such proposal (i) if to do so would cause it to breach any applicable law or regulation and (ii) until it has been indemnified and/or secured and/or prefunded to its satisfaction. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders by way of Ordinary Resolution at such meeting, then the Note Trustee will be deemed to be directed by all the Noteholders to instruct the Issuer Security Trustee to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

12. **Meetings of Noteholders, Modification and Waiver**

- 12.1 For the purposes of this Condition 12 (*Meetings of Noteholders, Modification and Waiver*), and any other Condition herein relating to the votes of Noteholders, the Principal Amount Outstanding of the Notes held by the Issuer or any Obligor, any Holding Company of any of them or any other Subsidiary of any such Holding Company, or NHG or any other member of the Group, will not be included in determining whether any quorum or vote has been met and such Notes shall not be considered to be 'outstanding' as defined in the Note Trust Deed, unless 100 per cent. of all Notes then outstanding are held by or on behalf of or for the benefit of NHG or any member of the NHG Group, in which case, such disenfranchisement provisions will not apply to NHG or any such member of the NHG Group as applicable. Such entities may, however, attend any meetings of the Noteholders to consider any matter affecting their interests.
- 12.2 The Note Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Conditions or the provisions of any of the Issuer Transaction Documents.
- 12.3 An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on the Noteholders irrespective of the effect upon them. Notice of the result of the voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 15 (*Notice to Noteholders*) by the Issuer within 14 days of such result being known, provided that the non-publication of such notice shall not invalidate such result.
- 12.4 Subject as provided below, the quorum at any meeting of Noteholders for passing an Extraordinary Resolution will be one or more persons entitled to attend and vote present holding or representing in aggregate not less than 50 per cent. of the Principal Amount Outstanding of the Notes for the time being outstanding, or, at any adjourned meeting, one or more persons present holding or representing a Noteholder, whatever the Principal Amount Outstanding of the Notes for the time being outstanding in aggregate held or represented by it or them.
- 12.5 The quorum at any meeting of Noteholders for passing an Extraordinary Resolution to sanction a modification of the date of maturity of any Notes or which would have the effect of:

- (A) postponing any day for payment of interest thereon;
- (B) changing the amount of principal or the rate of interest or Early Repayment Amount payable in respect of such Notes;
- (C) altering the method of calculating the amount of any payment (including any Early Repayment Amount) in respect of the Notes or any of them on redemption or at maturity;
- (D) releasing or substituting the security created by the Issuer Deed of Charge or any part thereof except in accordance with the Issuer Transaction Documents;
- (E) altering the currency of payment of such Notes;
- (F) altering the priority of payment of interest, principal or premium (if any) in respect of the Notes or any of them;
- (G) altering the quorum or majority required in relation to this exception; or
- (H) sanctioning any scheme or proposal for the exchange or sale of the Notes and/or Coupons for or the conversion of the Notes and/or Coupons into or the cancellation of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash,

(each, a “**Basic Terms Modification**”) shall be one or more persons entitled to attend and vote present holding or representing in aggregate not less than 75 per cent. of the Principal Amount Outstanding of the Notes for the time being outstanding or, at any adjourned meeting, one or more persons present holding or representing in aggregate not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Notes for the time being outstanding.

12.6 The Note Trustee may, subject to any Issuer Secured Creditor Entrenched Rights or the provisions of the STID as provided below, without the consent or sanction of the Noteholders and/or the Couponholders or any of the other Issuer Secured Creditors (other than any Issuer Secured Creditor which is a party to the relevant Issuer Transaction Documents (subject as provided in the STID in relation to any Common Document or the Tax Deed of Covenant)), at any time and from time to time, concur with the Issuer or any other person, in making any modification to:

- (A) (other than a Basic Terms Modification (which shall not include any modification made pursuant to Condition 12.6(B))) the Notes and/or the Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or any other Issuer Transaction Document (subject as provided in the STID in relation to any Issuer Transaction Documents which are Common Documents or the Tax Deed of Covenant) or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, or give its consent to any event, matter or thing or direct the Issuer Security Trustee to do so, if (i) in the opinion of the Note Trustee it is proper to make or give, provided that the Note Trustee is of the opinion that such modification or consent will not be materially prejudicial to the interests of the Noteholders and/or the Couponholders (for so long as any of the Notes remain outstanding) and (ii) in relation to any modification or consent which is required or permitted, subject to the satisfaction of specified conditions under the terms of the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer

Transaction Documents, as the case may be, provided such conditions are satisfied; and

- (B) the Notes and/or the Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents (subject as provided in the STID in relation to any Issuer Transaction Documents which are Common Documents or the Tax Deed of Covenant), or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, if in the opinion of the Note Trustee such modification is to correct a manifest error or is of a formal, minor or technical nature,

provided that to the extent such modification relates to an Issuer Secured Creditor Entrenched Right, each of the Affected Issuer Secured Creditors has given its prior written approval or consent to such modification or consent in accordance with the provisions of the Issuer Deed of Charge or, where any Noteholders are the Affected Issuer Secured Creditor and the modification relates to an Issuer Secured Creditor Entrenched Right, the Noteholders affected thereby have approved or consented to such modification or consent in accordance with the provisions of the Note Trust Deed.

- 12.7 The Note Trustee may, subject to any Issuer Secured Creditor Entrenched Rights as provided below, in its sole discretion, without the consent or sanction of the Noteholders and/or the Couponholders or any other Issuer Secured Creditor from time to time and at any time (subject as provided below) and without prejudice to its rights in respect of any subsequent breach, Issuer Event of Default, Potential Issuer Event of Default, Obligor Event of Default or Potential Obligor Event of Default (but only if and insofar as in its opinion the interests of the holders of the Notes then outstanding shall not be materially prejudiced thereby), on such terms and subject to such conditions as to it shall seem expedient, waive or authorise or direct the Issuer Security Trustee to waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or provisions contained in the Conditions, the Note Trust Deed or the other Issuer Transaction Documents (subject as provided in the STID in relation to any Common Document or the Tax Deed of Covenant) and to the terms of the Note Trust Deed (and, in respect of it directing the Issuer Security Trustee, the Issuer Deed of Charge) or to any other document to which it or the Issuer Security Trustee is a party or over which the Issuer Security Trustee holds security, or determine that any event which would otherwise constitute an Issuer Event of Default shall not be treated as such for the purposes of the Note Trust Deed, provided that the Note Trustee shall not exercise such powers in contravention of any express direction given by Extraordinary Resolution or a direction under Condition 9 (*Issuer Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made or so as to authorise or waive any such proposed breach or breach relating to any Basic Terms Modification unless the Noteholders have, by Extraordinary Resolution so authorised its exercise and provided further that to the extent such waiver, authorisation or direction relates to an Issuer Secured Creditor Entrenched Right, each of the Affected Issuer Secured Creditors have given their approval or consent in writing in accordance with the provisions of the Issuer Deed of Charge or, where any Noteholders are Affected Issuer Secured Creditors, the Noteholders affected thereby have approved or consented to such waiver, authorisation or direction in accordance with the provisions of the Note Trust Deed.
- 12.8 Any modification, waiver, authorisation or determination pursuant to Conditions 12.6 and 12.7 shall be binding on the Note Trustee, the Noteholders and Couponholders and the other Issuer Secured Creditors and, unless the Note Trustee agrees otherwise, any such modification, waiver, authorisation or determination shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 15 (*Notice to Noteholders*).

12.9 Notwithstanding the provisions of Conditions 12.6 and 12.7 and the equivalent provisions set out in Clause 23.1 of the Note Trust Deed and Clause 13.1 of the Issuer Deed of Charge, the Note Trustee shall be obliged to, without the consent or sanction of any of the Noteholders and/or the Couponholders and (subject as provided below) any other Issuer Secured Creditor, concur with the Issuer, and/or direct the Issuer Security Trustee to concur with the Issuer, in making any modification to the Notes and/or the Coupons, the Conditions, the Note Trust Deed, the Issuer Deed of Charge and/or the other Issuer Transaction Documents or giving its consent to any event, matter or thing that is requested by the Issuer in writing in order to comply with any criteria of the Rating Agencies which may be published after the Closing Date and which modification(s) or consent(s) the Issuer certifies (upon which certificate the Note Trustee and the Issuer Security Trustee (as applicable) may rely absolutely without liability or enquiry) (such certificate a “**Modification Certificate**”) to the Note Trustee and/or the Issuer Security Trustee (as applicable) in writing are required to comply with such criteria and to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes by reflecting such criteria, provided that:

- (A) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee and the Issuer Security Trustee;
- (B) the Modification Certificate shall be provided to the Note Trustee and/or the Issuer Security Trustee both at the time the Note Trustee and/or the Issuer Security Trustee is notified of the proposed modification and on the date that such modification takes effect;
- (C) the prior written consent of each other party to any relevant Issuer Transaction Document to which such modification is applicable has been obtained;
- (D) the Issuer obtains from each of the Rating Agencies a Ratings Confirmation;
- (E) the Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed modification in accordance with Condition 15 (*Notice to Noteholders*) and by publication on Bloomberg on the “Company News” screen relating to the Notes;
- (F) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding have not contacted the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such 30 calendar day notification period notifying the Principal Paying Agent or the Issuer that such Noteholders object to the modification; and
- (G) in relation to any Issuer Transaction Document which is a Common Document (with the exception of the MDA to the extent that the modification relates to a definition in such Issuer Transaction Document) and the Tax Deed of Covenant, the provisions of the STID relating to modifications thereto shall apply.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the 30 calendar day notification period referred to above that they object to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders is passed in favour of such modification in accordance with this Condition 12.

The Note Trustee and/or the Issuer Security Trustee (as applicable) shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee and/or the Issuer Security Trustee (as applicable) would have the effect of (i) exposing the Note Trustee or

the Issuer Security Trustee (as applicable) to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Note Trustee or the Issuer Security Trustee (as applicable) in respect of the Issuer Transaction Documents and/or the Conditions.

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

Where such Noteholders have not so notified the Principal Paying Agent or Issuer of such objection, or an Extraordinary Resolution of the Noteholders is passed in favour of such modification in accordance with this Condition 12, then the Note Trustee shall be obliged to agree to the modification and to direct the Issuer Security Trustee accordingly.

When implementing any modification pursuant to this Condition 12.8 (save to the extent the Note Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Note Trustee and the Issuer Security Trustee shall not consider the interests of the Noteholders or any other Issuer Secured Creditor or any other person and shall act and rely solely and without investigation on any certificate or evidence provided to it by the Issuer pursuant to this Condition 12.8 and shall not be liable to the Noteholders, any other Issuer Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

- (A) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
- (B) the Issuer Secured Creditors; and
- (C) the Noteholders in accordance with Condition 15 (*Notice to Noteholders*).

Any modification made pursuant to Condition 12.6(B) shall not be a Basic Terms Modification.

Neither the Note Trustee nor the Issuer shall be responsible or liable in damages or otherwise to any person or party for any loss incurred by reason of the Note Trustee and/or the Issuer Security Trustee consenting to or concurring in such amendments, replacements and modifications made in accordance with this Condition 12.

12.10 Any such modification, waiver, authorisation or determination may be made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding on the Noteholders and/or the Couponholders and, unless the Note Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and/or Couponholders as soon as practicable thereafter in accordance with Condition 15 (*Notice to Noteholders*) (copied to the Rating Agencies in the case of any modification).

12.11 **Substitution**

In connection with any such substitution of the Issuer as principal debtor under the Notes as referred to in Condition 6.3 (*Optional redemption for taxation reasons*), the Note Trustee may also agree without the consent of the Noteholders to a change of the law governing the Notes and/or the Coupons and/or any of the Issuer Transaction Documents provided that such change would not, in the opinion of the Note Trustee, be materially prejudicial to the

interests of the Noteholders and provided further that the conditions to such substitution as set out in the Note Trust Deed are met.

12.12 **STID Matters**

The Note Trustee shall not be bound to take, or to give any direction to the Obligor Security Trustee to take, any actions, proceedings and/or other steps in relation to the STID unless:

- (A) (in relation to all voting or direction matters (except those involving Entrenched Rights where any Noteholder and/or Couponholder is an Affected Issuer Secured Creditor) pursuant to the STID) directed to do so in accordance with the provisions set out in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Note Trust Deed;
- (B) (in relation to matters pertaining to Entrenched Rights (where any Noteholder and/or Couponholder is an Affected Issuer Secured Creditor) pursuant to the STID) directed to do so in accordance with the provisions set out in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Note Trust Deed; and
- (C) only if it shall be indemnified and/or secured to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing and, for this purpose, the Note Trustee may demand, prior to taking any such action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it.

The Note Trustee shall be entitled to assume that any instruction, consent or certificate received by it from the Obligor Security Trustee, which purports to have been given pursuant to the STID, has been given in accordance with its terms and shall not incur or be responsible for any Liability in making such assumption. The Note Trustee shall be entitled to assume that any such instructions, consents or certificates are authentic and have been properly given in accordance with the terms of the STID. If the Obligor Security Trustee, in issuing or giving any such instruction, consent or certificate breaches any rights or restrictions set out in the Note Trust Deed, the STID or any other Issuer Transaction Document, this shall not invalidate such instruction, consent or certificate unless the Obligor Security Trustee notifies the Note Trustee in writing before the Note Trustee commences to act on such instruction, consent or certificate that such instruction, consent or certificate is invalid and should not be acted on. If the Note Trustee is so notified after it has commenced to act on such instruction, consent or certificate, the validity of any action taken shall not be affected but the Note Trustee shall take no further action in accordance with such instruction, consent or certificate, except to the extent that it has become legally obliged to do so.

12.13 **Directions and requests**

The Note Trustee shall not be obliged to comply with any direction or request of any Noteholder or group of Noteholders to do any act or thing which would or may, in the opinion of the Note Trustee, be illegal, contrary to any requirement or request of any fiscal or monetary or other governmental authority or in breach of any contract, treaty, agreement or Issuer Transaction Document the terms of which bind the Note Trustee but shall notify such Noteholder or group of Noteholders promptly if it does not intend to comply with any such direction or request, stating the reasons therefor.

12.14 **Trustee powers**

The Note Trustee shall be entitled to take into account, for the purpose of exercising or performing any right, power, trust, authority, duty or discretion under or in relation to the Conditions, the Note Trust Deed or any of the other Issuer Transaction Documents (including, without limitation, any consent, approval, modification, waiver, authorisation,

determination or substitution as referred to above), among other things, to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any written or verbal confirmation by any Rating Agency (whether or not such confirmation is addressed to, or provides that it may be relied upon by, the Note Trustee and irrespective of the method by which such confirmation is conveyed) (a) that the then current rating by it of the Notes and/or Coupons would not be downgraded, withdrawn, reduced, adversely affected or qualified by such exercise or performance and/or (b) if the original rating of the Notes and/or Coupons has been downgraded previously, that such exercise or performance will not prevent the restoration of such original rating of the Notes (a “**Ratings Confirmation**”). For the avoidance of doubt, any such confirmation by any Rating Agency or non-receipt of such confirmation shall, however, not be construed to mean that any such action or inaction (or contemplated action or inaction) or such exercise (or contemplated exercise) by the Note Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Notes and/or Coupons, the Conditions or any of the Issuer Transaction Documents is not materially prejudicial to the interests of the Noteholders.

If there is only one Rating Agency and a Ratings Confirmation or other response by that Rating Agency is a condition to any action or step under any Issuer Transaction Document and a written request for such Ratings Confirmation or response is delivered to such Rating Agency by or on behalf of the Issuer (copied to the Note Trustee and the Issuer Security Trustee, as applicable) and:

- (A) such Rating Agency (the “**Non-Responsive Rating Agency**”) indicates that it does not consider such Ratings Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Ratings Confirmation or response; or
- (B) within 30 days of delivery of such request, no Ratings Confirmation or response is received and such request elicits no statement by such Rating Agency that such Ratings Confirmation or response could not be given; and

then such condition to receive a Ratings Confirmation or response from such Rating Agency shall be modified so that there shall be no requirement for the Ratings Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Issuer Security Trustee a certificate signed by a director certifying and confirming that either of the events in paragraphs (A) or (B) above has occurred and the Note Trustee and the Issuer Security Trustee shall be entitled to rely on such certificate without further enquiry or liability.

If at any time there is more than one Rating Agency and a Ratings Confirmation or other response by each Rating Agency is a condition to any action or step under any Issuer Transaction Document and a written request for such Ratings Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Note Trustee and the Issuer Security Trustee, as applicable) and:

- (i) (A) one Rating Agency (such Rating Agency, a “**Non-Responsive Rating Agency**”) indicates that it does not consider such Ratings Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Ratings Confirmation or response or (B) within 30 days of delivery of such request, no Ratings Confirmation or response is received and such request elicits no statement by such Rating Agency that such Ratings Confirmation or response could not be given; and
- (ii) one Rating Agency gives such Ratings Confirmation or response based on the same facts,

then such condition to receive a Ratings Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Ratings Confirmation or response from a Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Issuer Security Trustee a certificate signed by a director certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred and the Note Trustee and the Issuer Security Trustee shall be entitled to rely on such certificate without further enquiry or liability.

Where, in connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to the Conditions, the Note Trust Deed or any of the Issuer Transaction Documents (including, without limitation, any modification, waiver, authorisation, determination or substitution as referred to above), the Note Trustee is required to have regard to the interests of the Noteholders, it shall have regard to: (i) the general interests of the Noteholders together but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Note Trustee shall not be entitled to require, nor shall any Noteholder and/or Couponholder be entitled to claim, from the Issuer, the Note Trustee or the Issuer Security Trustee or any other person any indemnification or payment in respect of any Tax or stamp duty consequences of any such exercise upon individual Noteholders and/or Couponholders except to the extent already provided for in the Conditions and/or in any undertaking or covenant given in addition thereto or in substitution therefor under the Note Trust Deed .

13. **Indemnification and exoneration of the Note Trustee and the Issuer Security Trustee**

The Note Trust Deed and the Issuer Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Issuer Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking action or, in the case of the Issuer Security Trustee, enforcing the security constituted by the Issuer Deed of Charge unless indemnified and/or secured and/or pre-funded to their satisfaction.

The Note Trust Deed and the Issuer Deed of Charge also contain provisions pursuant to which the Note Trustee and the Issuer Security Trustee are entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any other party to any of the Issuer Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Issuer Transaction Documents, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

Any advice, opinion, certificate, report or information called for by or provided to the Note Trustee and/or the Issuer Security Trustee (whether or not addressed to the Note Trustee and/or the Issuer

Security Trustee) in accordance with or for the purposes of the Note Trust Deed and/or any other Issuer Transaction Documents may be relied upon by the Note Trustee and/or the Issuer Security Trustee notwithstanding that such advice, opinion, certificate, report or information and/or any engagement letter or other document entered into or accepted by the Note Trustee and/or the Issuer Security Trustee in connection therewith contains a monetary or other limit on the liability of the person providing the same in respect thereof and notwithstanding that the scope and/or basis of such advice, opinion, certificate, report or information may be limited by any such engagement letter or other document or by the terms of the advice, opinion, certificate, report or information itself.

14. **Replacement of Global Notes**

If any Global Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Principal Paying Agent. Replacement of any mutilated, defaced, lost, stolen or destroyed Global Note will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Global Note must be surrendered before a new one will be issued.

15. **Notice to Noteholders**

Any notice shall be deemed to have been duly given to the Noteholders if sent to the Clearing Systems for communication by them to the holders of the Notes and shall be deemed to be given on the date on which it was so sent to the Clearing Systems and (so long as the relevant Notes are admitted to the official list of the FCA (the “**Official List**”) and to trading on the regulated market of the LSE), any notice shall also be published in accordance with the relevant listing rules and regulations.

In addition, for so long as the Notes are admitted to trading as described above, the Issuer shall give one copy of each notice in accordance with this Condition 15 (*Notice to Noteholders*) to the LSE in accordance with the relevant listing rules and regulations.

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the relevant Notes are then admitted to trading and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

16. **Governing law and jurisdiction**

Each of the Note Trust Deed, the Global Notes and these Conditions (and, in each case, any non-contractual obligations arising out of or in connection with the relevant document) is governed by, and shall be construed in accordance with, English law.

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Note Trust Deed, the Global Notes and/or these Conditions (including any dispute as to the existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Note Trust Deed, the Global Notes and/or these Conditions) (each, a “**Dispute**”) shall be subject to the exclusive jurisdiction of the courts of England and Wales to settle any such Dispute, and the Issuer has in the Note Trust Deed submitted to the exclusive jurisdiction of such courts.

17. **Rights of third parties**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes and/or the Coupons, these Conditions or the Note Trust Deed, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

FORM OF THE NOTES AND SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

The Notes will be in bearer form, with or without interest Coupons attached. Notes will be issued outside the United States in reliance on Regulation S under the Securities Act (“**Regulation S**”).

General

The Notes will be initially issued in the form of the Temporary Global Note which will be delivered on or prior to the Closing Date to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”).

The Notes will be in bearer NGN form and will be deposited with the Common Safekeeper for Euroclear and Clearstream, Luxembourg. However, the deposit of the Notes with the Common Safekeeper upon issuance or otherwise does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. Accordingly, potential investors should not presume or infer any representation, warranty, confirmation or guarantee that the Notes will, either upon issue, or at any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. In addition, no assurance is given that the Notes will be eligible for any specific central bank liquidity schemes. Any potential investor in the Notes should make its own conclusions and seek its own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral or qualify for any central bank liquidity schemes.

Whilst any Note is represented by the Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date will be made only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after the Temporary Global Note is issued, interests in the Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in the Permanent Global Note or (ii) Definitive Notes with, where applicable, Coupons attached, in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive Definitive Notes. The holder of the Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in the Permanent Global Note or for Definitive Notes is improperly withheld or refused.

The Notes will constitute (subject to the Conditions) direct, unconditional and secured obligations of the Issuer and shall at all times rank *pari passu* and without preference among themselves and (with the exception of obligations in respect of applicable statutory exceptions and subject as aforesaid) equally with all its other secured obligations (other than subordinated obligations, if any) from time to time outstanding.

Payments of principal, interest (if any) or any other amounts on the Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg without any requirement for certification.

On each occasion of a payment in respect of a Global Note, the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

A Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for Definitive Notes with, where applicable, Coupons attached upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that, (i) either of the Clearing Systems is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Note Trustee is then in existence, or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Interest Payment Date be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or the Common Safekeeper for Euroclear and Clearstream, Luxembourg on their behalf (acting on the instructions of any holder of an interest in a Permanent Global Note) may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur within 30 days of the occurrence of the relevant event.

Legend concerning United States persons

The following legend will appear on the Notes (other than the Temporary Global Note) and on all Coupons relating to the Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders with certain exceptions, will not be entitled to deduct any loss on Notes or Coupons relating to the Notes and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of the Notes or Coupons relating to the Notes.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in the specified denomination(s) only. Noteholders who hold Notes in the relevant Clearing System in amounts that are not integral multiples of a specified denomination may need to purchase or sell, on or before the relevant Exchange Date, a principal amount of Notes such that their holding is an integral multiple of a specified denomination.

Provisions relating to the Global Notes

The Global Notes will contain provisions that apply to the Notes which they represent, some of which modify the effect of the Conditions as set out in this Prospectus. The following is a summary of certain of those provisions:

- (A) *Meetings*: The holder of a Global Note shall be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Global Note shall be treated as having one vote in respect of each £1 (or such other amounts as the Note Trustee may in its absolute discretion stipulate) in Principal Amount Outstanding of the Notes represented by such person.

- (B) *Cancellation*: Cancellation of any Note represented by a Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by a reduction in the principal amount of the relevant Global Note.
- (C) *Notices*: So long as any Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear, Clearstream, Luxembourg or any other relevant Clearing System, notices to the Noteholders may be given, subject always to listing requirements, by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or any other relevant Clearing System for communication by it to entitled Noteholders in substitution for publication as provided in the Conditions. Such notices shall be deemed to have been received by the Noteholders on the date of delivery to such Clearing Systems.
- (D) *Accountholders*: For so long as any Notes are represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (the “**Accountholder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such principal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular principal amount of Notes as aforesaid, the Note Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

BOOK-ENTRY CLEARANCE PROCEDURE

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the “**Clearing Systems**”) currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Note Trustee nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Euroclear and Clearstream, Luxembourg

Euroclear, with its registered office at 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream, Luxembourg, with its registered office at 42 av. J.-F. Kennedy, 1855 Luxembourg, each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an account holder of either system. Investors may hold their interests in Global Notes directly through Euroclear or Clearstream, Luxembourg as direct participants or indirectly as indirect participants.

TAX CONSIDERATIONS

UNITED KINGDOM TAXATION

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current United Kingdom law and published HMRC practice relating only to United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) on the Notes. The comments below may not apply to certain classes of person (such as dealers). The following is not exhaustive and does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payment of interest on the Notes

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes carry a right to interest and the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 or are admitted to trading on a multilateral trading facility operated by an EEA-regulated recognised stock exchange within the meaning of section 987 Income Tax Act 2007. The LSE is a recognised stock exchange. The Notes will satisfy the requirement to be listed on a recognised stock exchange if they are officially listed in the United Kingdom and are admitted to trading on the LSE. Provided, therefore, that the Notes carry a right to interest and are and remain so listed, interest on the Notes will be payable without deduction of or withholding on account of United Kingdom tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes that have a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Where Notes are issued with a redemption premium (as opposed to being issued at a discount), any such premium element may constitute a payment of interest which will generally be subject to United Kingdom withholding tax, subject to any applicable exemption or relief as outlined above.

THE PROPOSED FINANCIAL TRANSACTIONS TAX (FTT)

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a

person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “**foreign financial institution**” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes.

A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all such Notes, including those Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event that any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Barclays Bank PLC (the “**Arranger**” and “**Bookrunner**”) has, pursuant to a subscription agreement in relation to the Notes dated on or around 1 October 2020 between the Arranger, the Obligors and the Issuer (the “**Subscription Agreement**”) agreed, subject to certain conditions, to procure subscribers and failing which itself to subscribe and pay for the Notes at an issue price of 99.999 per cent. of the initial principal amount thereof.

The Subscription Agreement is subject to a number of conditions and may be terminated by the Arranger and the Bookrunner in certain circumstances prior to payment to the Issuer. The Issuer has agreed to indemnify the Arranger and the Bookrunner against certain liabilities in connection with the offer and sale of the Notes.

The Arranger and the Bookrunner have, directly or indirectly through affiliates, provided investment and commercial banking, financial advisory and other services to NHG, Obligor Holdco, Borrower and/or Obligors and their affiliates from time to time, for which they have received monetary compensation. The Arranger and the Bookrunner may from time to time also enter into swap and other derivative transactions with NHG, Obligor Holdco, Borrower and/or Obligors and their affiliates. In addition, the Arranger and the Bookrunner and their affiliates may in the future engage in investment banking, commercial banking, financial or other advisory transactions with the Issuer, NHG, Obligor Holdco, Borrower and/or Obligors or their affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Arranger and the Bookrunner and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or their affiliates. An affiliate of the Arranger or the Bookrunner may place an order for a portion of the Notes. In the event that it purchases Notes, such affiliate may distribute the Notes to the market as permitted by applicable laws and regulations, but will be under no obligation to do so. The Arranger and the Bookrunner or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Arranger and the Bookrunner and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the securities of the Issuer, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes offered hereby. The Arranger and the Bookrunner and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Each purchaser of the Notes (which term for the purposes of this section will be deemed to include any interests in the Notes, including book-entry interests) during the initial syndication will be deemed to have, and in certain circumstances will be required to have, represented and agreed as follows: it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Notes and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

To the extent applicable, determination of the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules is solely the responsibility of each investor, and none of the parties hereto or any person who controls them or any of their directors, officers, employees, agents or affiliates will have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules, and none of the parties hereto or any person who controls them or any of

their directors, officers, employees, agents or affiliates accept any liability or responsibility whatsoever for any such determination or characterisation.

United Kingdom

Barclays Bank PLC (as the Arranger and the Bookrunner) has represented to and agreed with the Issuer that:

- (A) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (B) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws or “blue sky” laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. Accordingly, the Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act.

The purchaser of the Notes will agree that with respect to the relevant Notes for which it has subscribed, it will not offer, sell or deliver the Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (the “**Distribution Compliance Period**”) within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Rule 903 or 904 of Regulation S. It further agrees that it will have sent to each affiliate or other dealer (if any) to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until the expiration of the Distribution Compliance Period, an offer or sale of the Notes within the United States by any Bookrunner or dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from the registration requirements under the Securities Act.

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Bookrunner reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of this Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, other than those persons, if any, retained to advise such non-U.S. person with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, other than those persons, if any, retained to advise such non-U.S. person, is prohibited.

Each purchaser of the Notes (which term for the purposes of this section will be deemed to include any interests in the Notes, including book-entry interests) will be deemed to have represented and agreed as follows:

- (A) such Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act and the Notes have not been and will not be registered under the Securities Act or the securities laws or “blue sky” laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth herein;
- (B) if such purchaser decides to resell or otherwise transfer such Notes prior to the end of the Distribution Compliance Period, then it agrees that it will offer, resell, pledge or transfer such Notes only: (i) to a purchaser who is not a U.S. person (as defined in Regulation S under the Securities Act) or an affiliate of the Issuer or a person acting on behalf of such an affiliate, and who is not acquiring the Notes for the account or benefit of a U.S. person and who is acquiring the Notes in an offshore transaction pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act; or (ii) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States, provided that the agreement of such purchaser is subject to any requirement of law that the disposition of the purchaser's property shall at all times be and remain within its control; and
- (C) unless the relevant legend set out below has been removed from the Notes such purchaser shall notify each transferee of Notes (as applicable) from it that (i) such Notes have not been registered under the Securities Act, (ii) the holder of such Notes is subject to the restrictions on the resale or other transfer thereof described in paragraph (a), (iii) such transferee shall be deemed to have represented that such transferee is acquiring the Notes in an offshore transaction and that such transfer is made pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act and (iv) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing.

The Issuer, the Paying Agents, the Arranger, the Bookrunner and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

The Notes will bear a legend to the following effect:

“THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR THE SECURITIES LAWS OR “BLUE SKY” LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) (1) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (2) OTHERWISE.

PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, ANY TRANSFER OF THE NOTES MAY ONLY BE MADE TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT (REGULATION S). ANY PURPORTED TRANSFER OF THIS NOTE THAT DOES NOT COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE NULL AND VOID AB INITIO. THE ISSUER HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

THIS NOTE AND BENEFICIAL INTERESTS HEREIN MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY “U.S. PERSON” AS DEFINED IN THE U.S. RISK RETENTION RULES (“**RISK RETENTION U.S. PERSONS**”). EACH PURCHASER OF THE NOTES OR A BENEFICIAL INTEREST HEREIN ACQUIRED IN THE INITIAL SYNDICATION OF

THE NOTES BY ITS ACQUISITION OF THE NOTES OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE, AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE, CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON, (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES.

THE PURCHASER OR ACQUIROR ACKNOWLEDGES THAT THE ISSUER RESERVES THE RIGHT PRIOR TO ANY SALE OR OTHER TRANSFER TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS AND OTHER INFORMATION AS THE ISSUER MAY REASONABLY REQUIRE TO CONFIRM THAT THE PROPOSED SALE OR OTHER TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.”

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and U.S. Treasury regulations thereunder.

Prohibition of Sales to EEA and UK Retail Investors

Barclays Bank PLC (as the Arranger and the Bookrunner) has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA or in the UK. For the purposes of this provision the expression “**retail investor**” means a person who is one (or more) of the following:

- (A) a retail client as defined in point (11) of Article (4)1 of MiFID II;
- (B) a customer within the meaning of Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (C) not a qualified investor as defined in the Prospectus Regulation; and

the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

General

Except for the approval of this document as a prospectus by the FCA, no action has been or is being taken by the Issuer or the Arranger or the Bookrunner in any jurisdiction which would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer in any country or jurisdiction where action for that purpose is required.

This document does not constitute, and may not be used for the purposes of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this document nor any other circular, prospectus, form of application, advertisement or other material in connection with the Notes may be distributed in or from or published in any country or jurisdiction, except under circumstances which will result in compliance with applicable laws and regulations of any such country or jurisdiction.

Barclays Bank PLC (as the Arranger and the Bookrunner) has undertaken to the Issuer that it will not, to the best of its knowledge, directly or indirectly, offer or sell any Notes, or distribute this

document or any other material relating to the Notes, in or from any country or jurisdiction except in circumstances that will result in compliance with applicable law and regulation.

GENERAL INFORMATION

1. The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on 18 September 2020.
2. It is expected that the admission of the Notes to the Official List and trading on the LSE's regulated market will be granted on or about the Closing Date, subject only to issue of the Temporary Global Note. The listing of the Notes will be cancelled if the Temporary Global Note is not issued. Transactions will normally be effected for settlement in sterling and for delivery on the third working day after the day of the transaction. The expenses in connection with the admission to trading of the Notes are expected to amount to £5,515.
3. It is expected that the Notes will be accepted for clearance through Euroclear and Clearstream, Luxembourg. The Notes will have the following Common Code and ISIN:

ISIN **XS2226762156**

Common Code **222676215**

4. So long as the Notes are admitted to the Official List and trading on the LSE's regulated market, the most recently published audited annual accounts of the Issuer and the Borrower from time to time will be available at the specified office of the Principal Paying Agent.
5. The yield of the Notes is 1.248 per cent. on an annual basis. The yield is calculated as at 21 September 2020 and is not an indication of future yield.
6. Each of the Issuer and the Borrower has obtained all necessary consents, approvals and authorisations in connection with the issue of the Notes and the related transactions.
7. None of the Issuer, the Borrower or Propco 5 is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer, the Borrower or Propco 5 (as applicable) is aware) since its respective date of incorporation which may have, or have had in the recent past, significant effects upon the financial position or profitability of the Issuer, the Borrower or Propco 5 (as applicable).
8. Since its respective date of incorporation, there has been (i) no material adverse change in the financial position or prospects, and (ii) no significant change in the financial performance or financial position of the Issuer, the Borrower or Propco 5.
9. The Issuer confirms that its rights under the Issuer/Borrower Loan that back the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. Investors are advised that this confirmation is based on the information available to the Issuer at the date of this Prospectus and may be affected by the future performance of such assets backing the issue of the Notes. Investors are advised to review carefully any disclosure in this Prospectus together with any amendments or supplements thereto.
10. Each Note and Coupon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
11. As at the date of this Prospectus, neither the Issuer nor the Borrower has any operations other than the issue of the Notes and the on-loan of the proceeds under the Issuer/Borrower Loan.

12. The Valuer has given and not withdrawn its written consent to, as the case may be, the inclusion in this Prospectus of their report, reference to their report in this Prospectus and references to their name in the form and context in which they are included and have authorised the contents of those parts of this Prospectus. Furthermore, the Valuer (having made due enquiry of the Obligors) has provided confirmation that they are not aware of any material change in any matter relating to the Properties since the date of their report which would have a significant effect on the Valuation.
13. Save as disclosed in the sections entitled “*The Issuer*” and “*The Obligors – The Borrower*” in this document, neither the Issuer nor the Borrower has any outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer or the Borrower created any mortgages, securities, charges or given any guarantees.
14. Copies of the up to date Memorandum and Articles of Association of the Issuer, the Borrower and each Propco is available (free of charge) on the Companies House website (being, as at the date of this Prospectus, <https://beta.companieshouse.gov.uk/>). Neither such website nor the contents thereof form part of this Prospectus.
15. For so long as the Notes remain outstanding, copies of the following documents will be available for inspection at the website of NHG <http://www.nhg.org.uk/investors/>. Neither such website nor the contents thereof form part of this Prospectus.
- 15.1 the execution versions (and any supplemental and/or amending or restating agreements or deeds) of:
 - (A) the Note Trust Deed;
 - (B) the Agency Agreement;
 - (C) the Issuer Cash Management Agreement;
 - (D) the Issuer Deed of Charge;
 - (E) the Issuer Account Bank Agreement;
 - (F) the Issuer/Borrower Facility Agreement;
 - (G) the MDA;
 - (H) the STID; and
 - (I) the Property Management Agreement; and
 - (J) the Property Portfolio Valuation Report; and
- 15.2 this Prospectus.
16. The financial year end in respect of the Issuer and the Borrower and the end of the accounting period in respect of the Issuer and the Borrower is on 31 March in each year. Neither the Issuer nor the Borrower will publish interim accounts.
17. No website referred to in this Prospectus forms part of the document for the purposes of the listing of the Notes on the LSE and has not been scrutinised or approved by the FCA.
18. The Issuer Cash Manager will, on behalf of the Issuer, provide post-issuance transaction information in the form of an investor report published quarterly (including a combination of

the statement of the Issuer's cashflow position, application of funds in accordance with the waterfalls, ratings of the Notes, amounts paid by the Issuer pursuant to the Issuer Payment Priorities since the last published investor report and the Servicer Quarterly Report) (the "**Investor Report**"). Such information will also be made available to Noteholders, the Issuer Security Trustee, the Note Trustee, the Paying Agents, the Rating Agencies and Bloomberg through the Issuer Cash Manager's website at <https://investorreporting.gbm.hsbc.com/> (or such other information service as is notified to Noteholders from time to time).

19. BDO LLP, registered office 55 Baker Street, London W1U 7EU, are the independent auditors to the Issuer and the Obligor Group.
20. Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
21. The legal entity identifier (LEI) of the Issuer is 213800OGW5MDHI22E245.
22. There is no natural or legal person involved in the issue of the Notes and having an interest that is material to the issue of the Notes, other than certain transaction parties (including the Arranger and Bookrunner) and their affiliates who have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Borrower and/or NHG and their affiliates in the ordinary course of business. Certain transaction parties and their affiliates may have positions, deal or make markets in the Notes, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Borrower and/or NHG and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

INDEX OF DEFINED TERMS

The following terms apply throughout this document unless the context otherwise requires:

<p>£6</p> <p>Acceptable Bank 118</p> <p>Account Bank Minimum Ratings..... 118</p> <p>Accountholder295</p> <p>Accounting Principles..... 118</p> <p>ACM.....24</p> <p>Acquisition Conditions98</p> <p>Actual Operating Income 118</p> <p>Ad Hoc Review 181</p> <p>Additional Propco.....99</p> <p>Administration Account..... 154</p> <p>Administrative Party..... 119</p> <p>Administrative Receiver.....30</p> <p>Advice81</p> <p>Affected Issuer Secured Creditor..... 142</p> <p>Affected Obligor Secured Creditor..... 142</p> <p>Affected Secured Creditors 143</p> <p>Affiliate..... 119</p> <p>Agency Agreement..... 53, 267</p> <p>Agents 165</p> <p>Aggregate Value 119</p> <p>Agreement for Lease..... 119</p> <p>Allocated Loan Amount 119</p> <p>Allocated Loan Percentage..... 119</p> <p>Amalgamation.....201</p> <p>Amortisation Trigger Date 57, 182, 282</p> <p>Annual Management Fee 119</p> <p>Appointee..... 119</p> <p>Appropriate Expert 148</p> <p>Arranger 1, 54, 299</p> <p>Asset Status Report 119, 179</p> <p>Authorised Investments..... 119</p> <p>Available Enforcement Proceeds 120</p> <p>Available Obligor Receipts 120</p> <p>Bakersfield Remedial Works 121</p>	<p>Bakersfield Remedial Works Initial Deposit 121</p> <p>Bakersfield Scheme 121</p> <p>Basic Terms Modification284</p> <p>BCBS.....37</p> <p>Benchmark Gilt.....276</p> <p>Bookrunner..... 1, 55, 299</p> <p>Borrower 1, 51, 213, 267</p> <p>Borrower Account Bank Agreement53</p> <p>Borrower Accounts44, 121</p> <p>Borrower Payment Priorities 121</p> <p>Borrower Post-Enforcement Post-Acceleration Payment Priorities 195</p> <p>Borrower Post-Enforcement Pre-Acceleration Payment Priorities 193</p> <p>Borrower Pre-Enforcement Pre-Acceleration Payment Priorities 192</p> <p>Building Regulations.....81</p> <p>Business Day..... 121, 274</p> <p>Calculation Date90</p> <p>capital market arrangement.....44</p> <p>capital market investment44</p> <p>Cash 121</p> <p>Cash Acquisition98</p> <p>Cash Disposal94</p> <p>Certificate of Title 121</p> <p>Challenge..... 113</p> <p>Challenge Notice 113</p> <p>Challenge Period 113</p> <p>CIGA 202041</p> <p>Clearing Systems 268, 296</p> <p>Clearstream, Luxembourg 1, 268, 293</p> <p>Closing Date 1, 15, 267</p> <p>Code279</p> <p>Collected Rent..... 121</p> <p>Commission's Proposal.....297</p>
---	---

Common Documents	121, 142	Disposal Proceeds Account	154
Common Safekeeper	1, 268, 293	Dispute	291
Compliance Certificate	113	Dissenting Creditors	147
Conditions	1, 57, 267	Distribution Compliance Period	300
Confirmed Certificate	114	distributor	5
Corporate Services Agreement	54	draft Bill	81
Corporate Services Provider	54	DSCR	90
Corrected Loan	183	Duty of Care Deed	123
Couponholders	56, 269	Dwelling	123
Coupons	269	Early Repayment Amount	275
CRA Regulation	2, 54	EEA	5
Cumulative Maintenance Cost	122	eligible	44
Cumulative Maintenance Cost Target ..	122	Eligible Person	123
Cumulative Service Cost	122	EMIR	143
Cumulative Service Cost Target	122	Enforcement Action	124
Cumulative Void and Credit Loss	122	Entrenched Right Dissenting Creditor ..	147
Cumulative Void and Credit Loss Target	122	Entrenched Right Dissenting Notice ..	147
Cure Account	154	Entrenched Rights	145
Cure Deposit	122	Environmental Claim	124
Cure Right	92	Environmental Law	124
Cure Right Acquisition	98	Environmental Permits	124
Current Month	134	ESMA	2
Dangerous Substance	122	Euroclear	1, 268, 293
Debt Document	143	Exchange Date	293
Decision Period	144	Exchange Event	294
Declaration of Trust	123	Expected Maturity Date	57, 60, 274
Default	123	Extraordinary Resolution	124
Default Interest Rate	13, 87	Extraordinary Voting Matters	145
Default Interest Rate Reference Balance	123	FCA	1, 6
Default Interest Subordinated Amount ..	123	Final Maturity Date	1, 57, 274
Definitive Notes	56, 268	Final Recovery Determination	184
Desktop Valuation	123	Finance Costs	124
Determination Date	276	Financial Conduct Authority	6
Determination Dissenting Creditors ..	147	Financial Covenant Ratio	124
Determination Dissenting Notice	147	Financial Covenant Ratio Breach	90
Discretion Matter	146	Financial Indebtedness	124
Disposal Proceeds	123	Financial Indebtedness Covenant	92
		Financial Statements	111
		First Full Valuation Date	111

Fitch	207	Insurance Distribution Directive.....	5
Flawed Certificate.....	114	Insurance Policies.....	127
Folio Security.....	151	Intellectual Property.....	127
foreign financial institution.....	298	Intercreditor Arrangements	142
foreign passthru payments.....	298	Interest Payment Date.....	1, 57, 127, 272
FRAs.....	83	Interest Period	127, 272
FSMA.....	125	Interest Period Interest Amounts	127
Full Valuation.....	125	Interest Rate	86, 272
GAAP.....	125	Interest Rate Reference Balance.....	127
GDPR.....	34	Intra-Group Agreement.....	127
General Account.....	154	Intra-Group Liabilities	127
Global Note	268	Intra-Group Loan	1, 16
Global Notes	268	Intra-Group Loans	16
Good Industry Practice	125	Investigation Mandate.....	113
GPS	202	Investigation Period	114
Gross Redemption Yield.....	276	Investment Company Act	9
Group	201	Investor Presentation.....	128
Guarantor.....	51	Investor Report.....	306
Guarantors.....	51	Investor's Currency.....	22
Head Leases and Underleases	26	Issuer	1, 51, 209, 267
HIMOs.....	29	Issuer Acceleration Notice	56, 279
HMRC	31	Issuer Account Bank Agreement.....	53
holder of Notes	295	Issuer Accounts	53
Holding Company.....	125	Issuer Cash Management Agreement....	54
HPL.....	83	Issuer Cash Manager	54
IBFA.....	15	Issuer Charged Assets.....	282
IFRS.....	125	Issuer Charged Documents	153
IGAs.....	298	Issuer Deed of Charge	52, 267
Incoming Property.....	125	Issuer Enforcement Notice	56
Independent Expert.....	113	Issuer Event of Default.....	128, 279
Initial Issuer Liquidity Reserve Amount	125	Issuer Holdco	209
Initial Issuer/Borrower Facility Fee	87	Issuer Liquidity Reserve Account.....	128
Initial Valuation.....	126	Issuer Liquidity Reserve Top-Up Amount	128
Insolvency Act.....	42	Issuer Liquidity Shortfall	128
Insolvency Event	126	Issuer Payment Priorities	128
Insolvency Official.....	126	Issuer Post-Enforcement Post-Acceleration Payment Priorities	199
Insolvency Proceedings	127	Issuer Post-Enforcement Pre-Acceleration Payment Priorities	198
Insolvency Regulation	127		

Issuer Pre-Enforcement Pre-Acceleration Payment Priorities	196	Material Adverse Effect	130
Issuer Profit Amount	128	materially prejudicial	146
Issuer Secured Creditor Entrenched Rights	128	MDA	16, 267
Issuer Secured Creditors	17, 270	MHCLG	81
Issuer Secured Liabilities	153	MiFID II	5
Issuer Security	53, 152	Modification Certificate	286
Issuer Security Trustee	52, 267	Month	131
Issuer Transaction Documents	62, 129	Monthly Calculation Date	112
Issuer/Borrower Facility	15, 267	Monthly Management Report	112
Issuer/Borrower Facility Agreement	15, 267	Monthly Waterfall Date	112
Issuer/Borrower Facility Fee	87	Moody's	2
Issuer/Borrower Loan	1, 15, 63, 86, 267	Net Senior Debt	131
Lease	129	NGN	4
Lease Document	129	NHG	52
LEI	209	NHG Debt	131
LFA Matter	148	NHG Finance Documents	131
LGPS	202	NHG Group	131, 201
Liabilities	129	NHG Loan	15
Liquidation Event	183	NHG Loan Agreement	15
Liquidation Fee	184	NHG Mortgage	15
Liquidation Proceeds	184	NHG Secured Creditor	142
Loan Facility Agent	52	NHG Security	131
Loan Maturity Date	63	NHG Transaction Obligor Security Agreement	131
Loan to Value Ratio	90	Nominated Financial Adviser	275
Loss	129	Non-Cash Acquisition	98
LPA Receiver	30	Non-Cash Disposal	94
LPFA	202	Non-Responsive Rating Agency ..	289, 290
LSE	1	Note Maturity Plan	21, 58, 182, 282
Maintenance Account	154	Note Maturity Plan Trigger Date 21, 58, 182, 282	
Maintenance Cost	129	Note Trust Deed	52, 161, 267
Maintenance Cost Deduction	129	Note Trustee	1, 52, 267
Maintenance Cost Deficiency	156	Noteholder	295
Maintenance Cost Surplus	156	Noteholders	56, 269
Maintenance Cost Target	130	Notes	1, 52, 267
Management Overheads	130	Obligor	51
Market Value	130	Obligor Acceleration Notice	131
Master Definitions Agreement	267	Obligor Accounts	53

Obligor Cash Manager	131, 168	Portfolio Unit	133
Obligor Charged Property	131	Potential Issuer Event of Default	133
Obligor Deed of Charge	16, 53, 64	Potential Obligor Event of Default	133
Obligor Enforcement Notice	131	pounds	6
Obligor Event of Default	116	Prepayment Principles	133
Obligor Events of Default	116	Presentation Date	273
Obligor Group	51	PRIPs Regulation	5
Obligor Guarantees	16	Principal Amount Outstanding	278
Obligor Holdco	15, 132	Principal Paying Agent	53, 267
Obligor Secured Creditors	17	Prior Month	134
Obligor Secured Liabilities	150	Propco 1	51, 217
Obligor Security	16, 132, 150	Propco 2	51, 222
Obligor Security Documents	64	Propco 3	51, 227
Obligor Security Trustee	16, 267	Propco 4	51, 232
Obligor Transaction Documents	132	Propco 5	51, 237
Occupational Lease	132	Propco 6	51, 242
offer	302	Propco 7	51, 247
Official List	1, 291	Propco 8	52, 252
Ordinary Resolution	132	Propcos	52
Ordinary Voting Matters	145	Properties	15
Original Propco	52	Properties (Controlled)	171
Original Propcos	52	Properties (Third Party)	171
Outstanding Principal Amount	132	Property	15
Overdue Amount	132	Property Interest	134
Parent	51, 258	Property Management Agreement	168
Parent Liabilities	132	Property Management Provision	134
Part Cash Acquisition	98	Property Manager	168
Part Cash Disposal	94	Property Manager Account	134
participating Member States	297	Property Portfolio	1
Participating Secured Creditors	132	Property Portfolio Valuation Report	10
Paying Agents	53, 267	Property Protection Advance	182
PCHAS	202	Property Protection Shortfall	134
Permanent Global Note	56, 268	Property Valuer	3
Permitted Financial Indebtedness	133	Prospective DSCR	91
Permitted Liabilities	133	Prospective Finance Costs	134
Permitted Reorganisation	188	Prospective Operating Income	134
Permitted Security Interest	101	Prospective Test Period	134
PLMR	16	Prospective Yield	91
PLMR Security	152	Prospectus	1

Prospectus Regulation	1	RRO	81
QSC Instruction Notice	149	S&P	207
Qualifying Debt	134	Scheme	138
Qualifying Secured Creditors	135	Schemes	138
Quarter	135	SEC	5
Quarter Date	135	Secured Creditor Representatives	142
Quarterly Calculation Date	113	Secured Creditors	142
Quarterly Waterfall Date	113	Securities Act	268
Quasi-Security	135	SECURITIES ACT	301
Quorum Requirement	143	Securitisation Regulation	8
Rating Agencies	2	Security Interest	138
Ratings Confirmation	289	Senior Debt	138
Receiver	30	Service Account	154
Reference Portfolio	135	Service Charge	138
Registered Provider of Social Housing	40	Service Charge Period	169
Regulation S	293	Service Cost	138
Regulator	40	Service Cost Deduction	138
Relevant Amount	135	Service Cost Deficiency	157
Relevant Date	279	Service Cost Property	139
Relevant Disposal Tax Amount	135	Service Cost Surplus	156
Relevant Month	112	Service Cost Target	139
Relevant Percentage	144	Servicer	54
Rent Collection Account	155	Servicer Quarterly Report	185
Rent Collection Account Holder	136	Servicer Termination	189
Rent Collection Account Trustee	136	Servicing Agreement	54
Rental Income	136	Servicing Fee	183
Repayment Costs	136	Servicing Fees	183
Report	137	Servicing Standard	177
Report Provider	137	Servicing Termination Event	186
Reservations	137	SHPS	202
Response	81	Special Servicer	54
Restricted Loan	137	Special Servicing Fee	183
Restricted Payment	137	Special Servicing Transfer Event	178
Restructuring Plan	41	Specially Serviced Loan	179
retail investor	302	sterling	6
RICS	10	STID	17, 267
RICS Code	137	STID Proposal	143
Risk Retention U.S. Persons	8	STID Voting Request	145
RISK RETENTION U.S. PERSONS	6, 302	Subscription Agreement	299

Subsequent Period	139	U.S. Risk Retention Rules	39
Subsidiary	139	UK	5
Target Rent	139	UK GAAP	125
Target Rent Change	139	Unsubstantiated Certificate	114
Tax	139	Valuation	140
Tax Authority	140	Valuations	140
Tax Beneficiaries	160	Valuer	140
Tax Covenantors	160	VAT	140
Tax Deed of Covenant	160	VAT Group	141
Tax Obligor	160	VAT Recoveries	141
Taxes	279	Void and Credit Loss	141
Temporary Global Note	56, 268	Void and Credit Loss Deduction	141
Tenant	140	Void and Credit Loss Particulars	141
Tenant Data Escrow Agreement	173	Void and Credit Loss Target	141
Tenant Data Tape	140	Volcker Rule	9, 38
Test Period	140	Voted Qualifying Debt	143
Third Party Amounts	140	Voting Matter	147
TPL	171	WCPF	202
TPR	35	Week	142
TPT	202	Week-End Date	142
Transaction Documents	140	Weekly Sweep Date	142
Transaction Obligor	140	Workout Fee	184
Transaction Obligor Security	16, 53	Yield	90
Transaction Obligor Security Documents	64		

Appendix 1
Property Portfolio Valuation Report

Full valuation report as at 1 October 2020 in relation to the Property Portfolio.

Jones Lang LaSalle

Valuation Advisory

Property: 1,523 Market Rent units owned by Folio London Limited

October | 2020



Contents

1	Introduction	1
1.1	Background	1
1.2	Compliance.....	1
1.3	Instructions.....	1
1.4	Status of Valuer.....	2
1.5	Outbreak of Novel Coronavirus (COVID – 19)	2
2	Methodology	3
2.1	Valuation Model.....	3
2.2	Information Provided	3
2.3	Inspections.....	3
2.4	Market Research	4
3	Portfolio Overview	5
3.1	Bakersfield, Holloway.....	5
3.2	City Park West, Chelmsford.....	7
3.3	Sterling Place, South Ealing.....	9
3.4	Chobham Farm, Stratford	11
3.5	Project Light MR, Canada Water	13
3.6	St James Place, Bermondsey.....	15
3.7	Amber Court and Coral Court, Arnos Grove.....	17
3.8	Claremont Grove, Chiswick	19
3.9	Coleridge Square and Berners Drive, Drayton Green.....	21
3.10	Croft Way, Richmond upon Thames	23
3.11	Rathbone Market, Canning Town	25
3.12	Royal Albert Wharf, Gallions Reach	27
3.13	Royal Wharf, Silvertown	29
3.14	Tandem Apartments, Colliers Wood.....	31
3.15	Tankerville Court, Hounslow	33
3.16	New Hendon Village, Colindale.....	35
4	Valuation Commentary	37
4.1	Introduction.....	37
4.2	Tenancies.....	37
4.3	Rental Income.....	37
4.4	Rental Growth.....	38
4.5	Sales Rates.....	39
4.6	Outgoings.....	39
4.7	Bad Debts and Voids.....	39
4.8	Management Costs	40
4.9	Repairs and Maintenance.....	40
4.10	Discount Rate.....	41
5	Market Commentary	42
5.1	Market Overview.....	42
5.2	Comparable Evidence	42

Pioneer Point, Ilford	42
Colindale Gardens, Colindale	43
Southall, West London and East Wick, Hackney Wick	43
Equipment Works, Walthamstow	44
Colindale Gardens, Colindale	44
Hounslow Place, Hounslow	45
St Andrew's Park, Uxbridge.....	45
6 Valuation.....	46
6.1 Background	46
6.2 Asset Value for Loan Security Purposes	46
6.3 Asset Value by Scheme.....	46
7 Bases of Valuation.....	48
7.1 Market Value	48
7.2 Expenses	48
7.3 Tax.....	48
7.4 VAT	48
8 Sources of Verification of Information.....	49
8.1 General.....	49
8.2 Tenure	49
8.3 Title	49
8.4 Nomination Agreements	49
8.5 Measurements/Floor Areas	49
8.6 Structural Surveys	49
8.7 Deleterious Materials.....	50
8.8 Site Conditions	50
8.9 Environmental Contamination	50
8.10 Japanese Knotweed	50
8.11 Energy Performance Certificates (EPCs).....	50
8.12 Market Rental Values.....	51
8.13 Insurance	51
8.14 Planning.....	51
8.15 The Equality Act.....	51
8.16 Outstanding Debts.....	51
8.17 Services.....	51
8.18 Plans and Maps.....	51
8.19 Compliance with Building Regulations and Statutory Requirements	51

Appendices

Appendix 1Property Schedule

Folio Residential Finance No. 1 plc as Issuer

HSBC Corporate Trustee (UK) Limited as Note Trustee and Issuer Security Trustee

CBRE Loan Services Limited as Obligor Security Trustee

Barclays Bank plc as Arranger and Bookrunner

Folio Treasury Holdings Limited as Parent

Folio Treasury Limited as Borrower

Folio London Limited as Obligor Holdco and Property Manager

Folio Bakersfield Limited; Folio City Park West Limited; Folio Sterling Place Limited; Folio New Garden Quarter Limited; Folio Porter's Edge Limited; Folio St James Limited; Folio Buildings Limited; and Folio New Hendon Village Limited as Propcos.

(together the "Addressees")

1 October 2020

Job Ref: JM\MB\920000000044674

Dear Sirs

1,523 Market Rent units owned by Folio London Limited

We are pleased to attach our Report in connection with the above.

This Report is issued for the benefit and use of the Addressees and for inclusion in the prospectus for the issue of the Notes (the "Prospectus" and the "Note Issue") and may only be used in connection with the Prospectus and the Note Issue. We hereby give our consent to the publication of this Report within the Prospectus and accept responsibility for the information contained in this Report.

To the best of our knowledge (having taken all reasonable care to ensure that such is the case) the information given in this Report is in accordance with the facts and does not omit anything likely to affect the import of such information.

Before this Report or any part of it is reproduced or referred to in any document, circular or statement (other than the Prospectus in respect of the Note Issue), our written approval as to the form and context of such publication must be obtained.

If you have any questions about this Report, or require further information, please contact James Massey MRICS (james.massey@eu.jll.com; 020 7087 5942).

Yours faithfully



James Massey
Director - Valuation Advisory
For and on behalf of
Jones Lang LaSalle Limited

T 020 7087 5942 (Direct)
M 07525 582 851 (Mobile)
james.massey@eu.jll.com

Yours faithfully



Richard Petty FRICS
Head of UK Living Advisory
For and on behalf of
Jones Lang LaSalle Limited

T 020 7087 5971 (Direct)
M 07767 413 631 (Mobile)
richard.petty@eu.jll.com

Yours faithfully



Marc Burns
Director - Valuation Advisory
For and on behalf of
Jones Lang LaSalle Limited

T 020 7087 5978 (Direct)
M 07792 309 183 (Mobile)
marc.burns@eu.jll.com

Executive Summary

This summary should be read in conjunction with the main body of our Report. Section numbers are supplied where relevant.

Introduction

The date of this Report is 1 October 2020.

Jones Lang LaSalle Limited has been instructed to value a portfolio of 1,523 properties for loan security purposes.

Properties

The portfolio comprises 1,523 Market Rent units in 16 schemes located across Greater London and in Chelmsford, Essex. The 16 schemes have been transferred into 8 Property Companies (“Propcos”), 7 of these Propcos will be wholly owned subsidiaries of Folio London with the other, Propco 5, called Folio Porter’s Edge Limited, to be owned by Project Light (Market Rent) Limited.

In addition, there are 49 units in the portfolio which form ancillary accommodation, have been sold on long leases or are let on social rents and 35 parking spaces in the portfolio. The Propcos’ interest in the properties is considered to be de minimis for the purpose of this exercise and so these properties have been included at nil value. Furthermore, please note that these properties have not been included in any unit counts or other statistics in this Report.

We have inspected the exterior of all units in the portfolio and have seen a representative sample internally (section 3).

Valuations

The effective date of valuation is 1 October 2020.

Our valuation of the 1,523 properties on the basis of Market Value subject to Tenancies (“MV-T”), in aggregate, at the valuation date is:

£562,214,100

(five hundred and sixty-two million, two hundred and fourteen thousand, one hundred pounds)

The following table summarises our opinions of value (section 5):

Freehold Properties

Scheme	Propco	Unit Count	MV-T
Sterling Place	3	138	£44,228,300
St James Place	6	182	£57,285,700
Claremont Grove	7	19	£7,764,400
Coleridge Square	7	86	£24,113,100
Croft Way	7	10	£2,781,400

Scheme	Propco	Unit Count	MV-T
Tankerville Court	7	17	£4,052,700
Total		452	£140,225,600

Leasehold Properties

Scheme	Propco	Unit Count	MV-T
Bakersfield	1	107	£32,375,700
Chelmsford	2	317	£80,255,600
Chobham Farm	4	112	£59,832,200
Project Light MR	5	234	£143,759,900
Amber & Coral Court	7	41	£13,333,700
Rathbone Market	7	35	£11,403,900
Royal Albert Wharf	7	73	£28,770,600
Royal Wharf	7	22	£11,192,600
Tandem Apartments	7	12	£3,931,700
New Hendon Village	8	118	£37,132,600
Total		1,071	£421,988,500

Portfolio Analysis

Strengths:

- given the divergence between property prices and local average earnings, demand for these properties should be sustainable in the medium to long term;
- the level of rental income for each scheme is broadly in line with comparable properties in their respective areas;
- the MV-T values per unit and percentage relationships to MV-VP, are at levels appropriate to the current climate, having regard to the portfolio's location and composition; and
- the lettings market is proving more resilient than the sales market, with activity and demand increasing almost immediately after the initial lockdown announcement, however, levels are still lower than normal.

Weaknesses:

- whilst we have been prudent in applying our MV-VPs and MRs, there are well-documented challenges at present in both the domestic sales and lettings markets; and
- in the short-term, landlords could be forced to reduce or freeze rents in order to secure lettings.

Opportunities:

- the UK housing market is increasingly moving from an owner-occupier led market towards private rented properties such as these;
- whilst house prices in London remain high, demand for market rent properties will continue to remain strong;
- reactive changes to working conditions and government policy could drive further efficiencies in the residential market and wider economy in the longer-term; and
- investment of REITs and other funds into the residential sector as whole.

Threats:

- the results of the Hackitt Review could lead to retrospective remedial repairs and alterations being enforced upon landlords;
- a sharp increase in the cost of materials and labour to carry out any repairs and maintenance work on existing stock and meet development plans;
- a shift towards more flexible working hours and locations post-COVID-19 could lead to some urban to rural migration away from London.

Suitability of Security

Your instructions require us to comment on whether the properties we have valued provide adequate security for the Note Issue.

It is difficult for any valuer, without being asked to consider a specific credit or risk assessment policy, to make an absolute, unqualified statement that those assets will provide suitable security because our instructions do not explain what criteria the Security Trustee is applying in making this assessment.

However, we confirm that, in our opinion, should the Security Trustee become a mortgagee in possession of this portfolio of properties, then it would be possible to achieve a sale to another landlord or private purchaser at a price equivalent to our valuation on the basis of MV-T as set out in our Report. However, the valuation assumes implicitly that a purchaser could obtain debt finance on commercially viable terms to facilitate a purchase of the portfolio.

Based on our inspections, we are satisfied that the properties we inspected internally, are well maintained and commensurate with the likely demands of the target tenant group.

Overall, we have assumed that each property has a useful economic life of at least 50 years provided that the properties continue to be properly maintained in the future.

Unless otherwise stated in our Report none of the properties are of 6 storeys or more or are subject to any remedial works in the wake of the Grenfell Tower disaster of June 2017. We have therefore assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements at the valuation date.

Our inspections are for valuation purposes only and carried out on an external and internal sample basis only, no invasive vegetation was noted during the course of our inspections, however, we cannot confirm if it has been or is present on site. Our valuation assumes that none exists within the demise or proximity of any of the properties in the valuation.

With the above factors in mind, and with specific regard to the continuing need for well-maintained rented housing accommodation, we believe it reasonable to conclude an acceptable demand for a portfolio of this nature from commensurate landlords and private institutional investment firms.

Subject to the information presented within this Report, and at the values formally reported, we are satisfied to recommend to the Security Trustee that this portfolio is suitable for security purposes.

Stock

The stock is summarised by count of unit type for each scheme and Propco is as follows:

Property Type	Flats/Maisonettes					Houses				Total
	Studio	1	2	3	4	1	2	3	4	
Propco 1										
Bakersfield	-	54	22	29	2	-	-	-	-	107
Propco 2										
Chelmsford	-	166	151	-	-	-	-	-	-	317
Propco 3										
Sterling Place	27	45	21	-	-	-	15	5	25	138
Propco 4										
Chobham Farm	-	22	57	33	-	-	-	-	-	112
Propco 5										
Project Light MR	10	71	106	41	-	-	-	-	6	234
Propco 6										
St James Place	-	71	77	-	-	1	5	28	-	182
Propco 7										
Amber & Coral Court	-	17	24	-	-	-	-	-	-	41
Claremont Grove	-	1	-	18	-	-	-	-	-	19
Coleridge Square	24	28	4	-	-	-	29	-	1	86
Croft Way	-	6	4	-	-	-	-	-	-	10
Rathbone Market	7	7	21	-	-	-	-	-	-	35
Royal Albert Wharf	-	28	28	17	-	-	-	-	-	73
Royal Wharf	-	-	20	2	-	-	-	-	-	22
Tandem Apartments	-	-	12	-	-	-	-	-	-	12
Tankerville Court	-	10	7	-	-	-	-	-	-	17
Propco 8										
New Hendon Village	1	45	72	-	-	-	-	-	-	118

Property Type	Flats/Maisonettes					Houses				Total
	Studio	1	2	3	4	1	2	3	4	
Total	69	571	626	140	2	1	49	33	32	1,523

Assumptions: Rented Properties

The following table provides a summary of the assumptions made in our valuations:

Assumption	MV-T Valuations
Average rent (per week)	£349.41
Rental income growth (Year 1)	2.5%
Long term rental income growth	3.0%
Bad debts and voids	2.0%-2.5%
Management costs	7.0%-10.0%
Total repairs costs incl. furnishing	15.0%-20.0%
Discount rate (income)	6.5%-6.75%
Exit yield	4.0%-4.75%

This summary should be read in conjunction with the remainder of the valuation Report and must not be relied upon in isolation.

1 Introduction

1.1 Background

Jones Lang LaSalle Limited (“JLL”) has been instructed to prepare a valuation of 1,523 properties (“the Portfolio”) owned by the Propcos.

1.2 Compliance

We confirm that our valuation and report have been prepared in accordance with the current RICS Valuation – Global Standards, incorporating the IVS, effective from 31 January 2020, and the RICS Valuation – Global Standards – UK National Supplement, effective from 14 January 2019, both published by the Royal Institution of Chartered Surveyors (commonly known as the “Red Book”).

Our valuations may be subject to monitoring by the RICS and have been undertaken by currently Registered RICS Valuers.

This report has been prepared by James Massey MRICS (Valuer Number: #5036140) under the supervision of Marc Burns, both James and Marc are Directors in Valuation Advisory at JLL. The report has been countersigned by Richard Petty FRICS (Valuer Number: #0089005), Head of UK Living Advisory at JLL.

In accordance with PS 2.3 of the Red Book, we confirm that we have sufficient knowledge and skills to undertake this valuation competently.

We can confirm that no conflict of interest has occurred as a result of our production of this Report.

The effective date of valuation is 1 October 2020.

For the avoidance of doubt, we confirm that it would not be appropriate or possible to compare this valuation with any values appearing in the Obligor’s accounts. This Report has been prepared in accordance with the Red Book. The valuations are prepared on this basis so that we can determine the value recoverable if the charges over the properties were enforced at the date of this Report. We understand that values given in the Obligor’s accounts are prepared on an historic cost basis which considers how much the properties have cost and will continue to cost the Obligor. This is an entirely different basis of valuation from that used for loan security purposes.

This valuation qualifies as a Regulated Purpose Valuation (“RPV”) as defined by the Red Book. An RPV is a valuation which is intended for the information of third parties in addition to the Addressees. It is a requirement of UKVS 4.3 of the Red Book in relation to disclosures that we declare our prior involvement with the Obligor, or the properties being valued, to ensure that there is no conflict of interest.

We confirm that the total fee income earned from the Obligor is substantially less than 5% of the fee income earned by JLL in our last financial year (ending 31 December 2019) and that we do not anticipate this situation changing in the foreseeable future.

1.3 Instructions

Our Report is prepared in accordance with the Obligor’s formal instructions.

We have been instructed to prepare our valuations on the basis of Market Value subject to existing Tenancies (“MV-T”).

1.4 Status of Valuer

In preparing this Report, we confirm that JLL is acting as an external valuer as defined in the Red Book. We can also confirm that we consider ourselves to be independent for the purposes of this instruction.

In accordance with RICS guidance, and our own rotation policy, we recommend that a rotation of overall responsibility within JLL is considered no later than the end of 2024.

1.5 Outbreak of Novel Coronavirus (COVID – 19)

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a “Global Pandemic” on the 11th March 2020, has affected many aspects of daily life and the global economy – with real estate markets experiencing significantly lower levels of transactional activity and liquidity. However, in the private rented residential market, as at the valuation date, we consider that there exists an adequate amount of relevant market information upon which to base opinions of value for the subject properties.

Given the unknown future impact that COVID-19 might have on the real estate market, with many business practices and behaviours needing to change either temporarily or permanently, we recommend that you keep the valuations contained within this report under frequent review.

2 Methodology

2.1 Valuation Model

We have undertaken our valuation of the Portfolio using fully explicit discounted cashflow models, over an assumed 10-year holding period, with the net income in the final year capitalised with an appropriate exit yield.

For the purposes of our valuation, we have valued each scheme individually in order to reflect the different risks and opportunities associated with each.

Whilst we recognise that each Propco is able to sell any individual properties on the open market as and when they may become vacant, we have not included any sales or break-up potential in any of our valuations.

Against the income receivable for each scheme, we have made allowances for voids and bad debts; the costs of management and administration; major repairs; cyclical maintenance and day-to-day repairs. These costs are calculated as a percentage of rental income and therefore grow proportionately with the income stream of each scheme.

We have then capitalised the resulting net income stream at an appropriate rate which reflects our judgement of the overall level of risk associated with the long-term income. We have then cross-checked this against the gross and net yield metrics for each scheme to ensure they are within a reasonable range in the current market.

A more detailed explanation of the discount rate is included in section 4.

2.2 Information Provided

The principal source of background data for the Portfolio has been the rent roll for each property provided by the Obligor. This detailed the number and type of units, the rent payable, the unit sizes, floor levels (where applicable) and any amenity space the units may have.

This information was supplemented with our market research and other data we have gathered from similar instructions undertaken recently and involving comparable stock. From these sources we have collated information on the following:

- rents;
- bad debts, voids and arrears;
- cost of maintenance and repairs; and
- management and administration expenses.

2.3 Inspections

We derived our inspections strategy by giving full regard to:

- the geographical spread of the stock;
- the concentration (and thereby its exposure to risk); and
- the property types.

We have satisfied ourselves as to the quality of location and the general condition and level of fixtures and fittings provided to the properties, and we have derived our valuation assumptions accordingly.

In accordance with our instructions, we have inspected all schemes externally and a representative sample of the stock was inspected internally. Our inspections were carried out between 22 November and 2 December 2019.

2.4 Market Research

In arriving at our valuation, we have undertaken a comprehensive programme of research to supplement our knowledge and understanding of the properties. This has included:

- researching local vacant possession values through conversations with local estate agents together with internet research using Molior and RightmovePlus, a bespoke tool for comparable evidence;
- examining local Market Rents and comparing these with the Obligor's rents; and
- analysing the data provided by the Obligor.

3 Portfolio Overview

3.1 Bakersfield, Holloway

The scheme is located in the Holloway area of the London Borough of Islington, in North London. Bakersfield is a gated cul-de-sac with 7 blocks of varying heights built in the late 1970s.

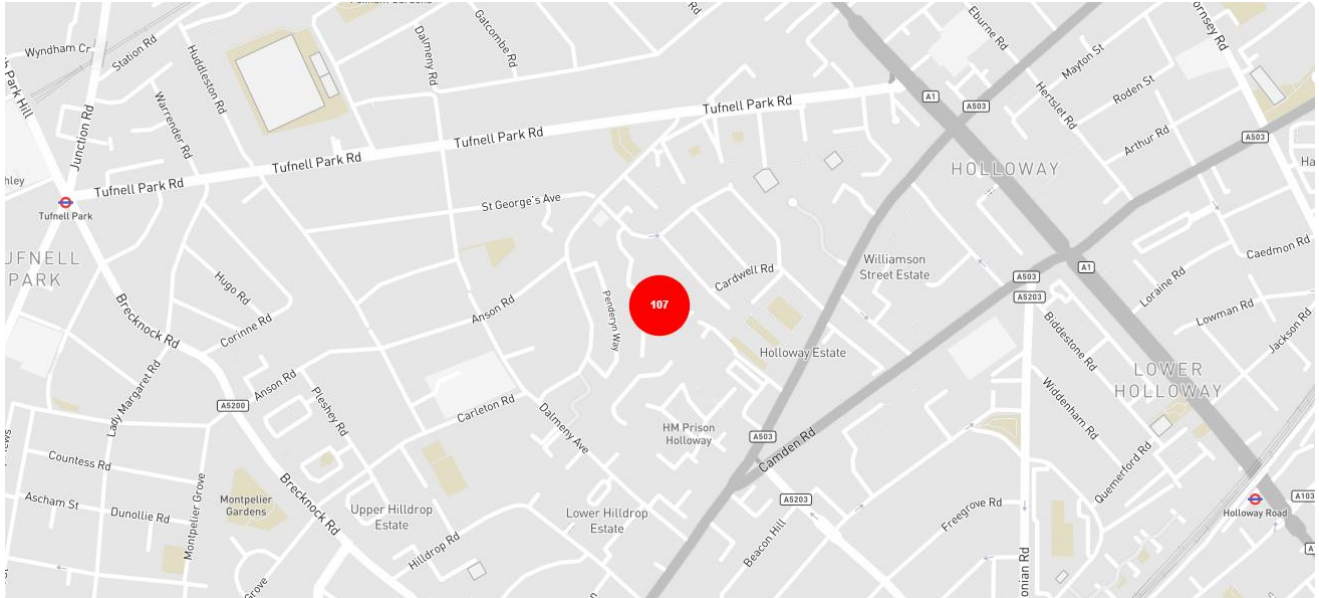


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	54
2 bed flats	22
3 bed flats	29
4 bed flats	2
Total	107

Bakersfield is situated off Tabley Road, approximately 0.5 miles west of Holloway Road, part of the main A1 thoroughfare running north from the City of London at St Paul's Cathedral and becoming the A1(M) at its intersection with the M25 Orbital. The scheme is bound to the south by HM Prison Holloway, a former closed category prison closed in July 2016 and designated for redevelopment to residential accommodation and a public open green space.

The scheme is served by the underground stations at Holloway Road (Piccadilly Line), approximately 0.9 miles to the south east, and Tufnell Park (Northern Line), approximately 0.7 miles to the west.



The blocks at Bakersfield range in size from 2 storey maisonettes with carports to a 10-storey block of flats and maisonettes. There are external concrete walkways at different floor levels on each block and also as bridges between blocks.

The external wall systems are a mixture of traditional brick and spandrel panels. We understand from the Obligor that refurbishment works are due to commence to remove these spandrel panels and replace the soffits on the concrete walkways. The cost of these remedial works applicable to the Propco is estimated at approximately £3.215 million and these costs have been factored into our valuations.

3.2 City Park West, Chelmsford

The scheme is a mixed tenure development completed in 2018 and 2019 and located in the centre of Chelmsford, the largest city and county town of Essex. The Propco is leaseholder for 317 units across 6 blocks.

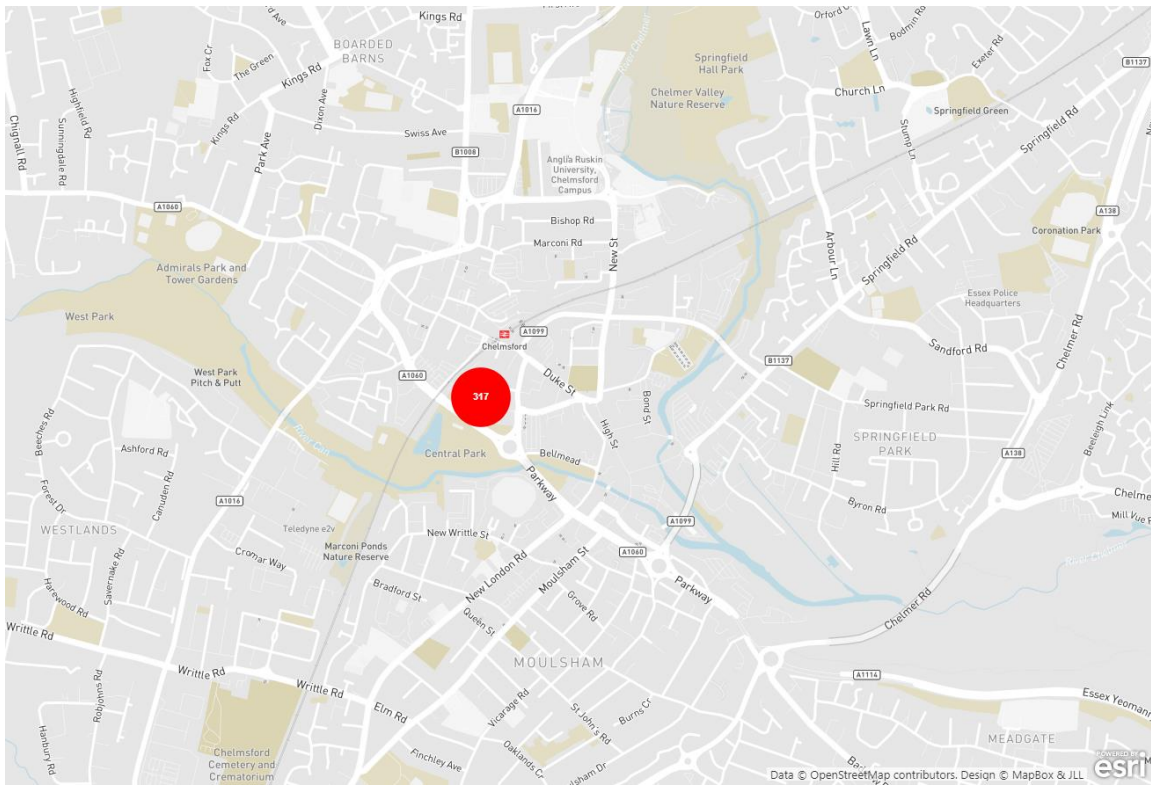


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	166
2 bed flats	151
Total	317

To the north of the site is Duke Street, a major retail and commercial road in the city and to the south is Parkway, part of the A1060 running along the southern edge of the city and connecting to the London Road and ending at Bishops Stortford to the north west.

City Park West is bound to the west by the railway line and Chelmsford railway station providing a fast service to London Liverpool Street in 35 minutes.



The blocks at City Park West range in height from 5 to 15 storeys. We understand that the units have a corium brick tile and WMZINC zinc cladding system and there are no remedial works identified or planned at the scheme.

3.3 Sterling Place, South Ealing

The scheme is located in the South Ealing area of the London Borough of Ealing, in West London. Sterling Place is a cul-de-sac with various low and medium rise blocks built in the early 1990s, other units at the scheme provide student accommodation to the University of West London.

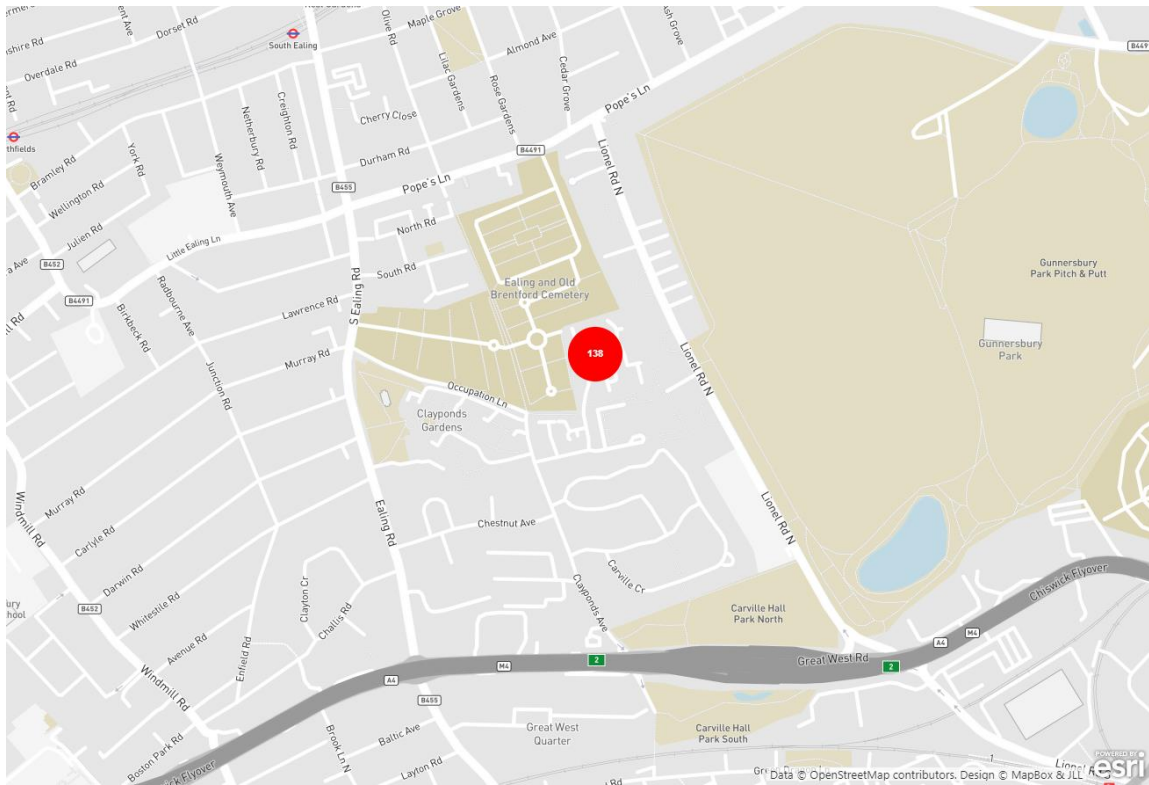


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	27
2 bed flats	45
3 bed flats	21
2 bed houses	15
3 bed houses	5
4 bed houses	25
Total	138

Sterling Place is situated off Clayponds Avenue which runs north to south, joining the A4 close to junction 2 of the M4 motorway at Chiswick, approximately 0.5 miles to the south. The scheme itself is bound to the south by Clayponds Hospital, a rehabilitation centre specialising in neurological conditions, to the north and west by South Ealing Cemetery and to the east by Gunnersbury Park.

The scheme is served by the underground stations at Northfields (Piccadilly Line), approximately 0.9 miles to the north west, and South Ealing (Piccadilly Line), approximately 0.7 miles directly north. The mainline stations at Brentford and Kew Bridge are both approximately 0.9 miles to the south west and south east respectively.



The units at Sterling Place are a mixture of two storey houses and purpose-built 3 or 4 storey blocks of flats. The external wall systems are of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.4 Chobham Farm, Stratford

Chobham Farm is part of the New Garden Quarter development, located in the Stratford area of the London Borough of Newham, in East London and completed in early 2019.

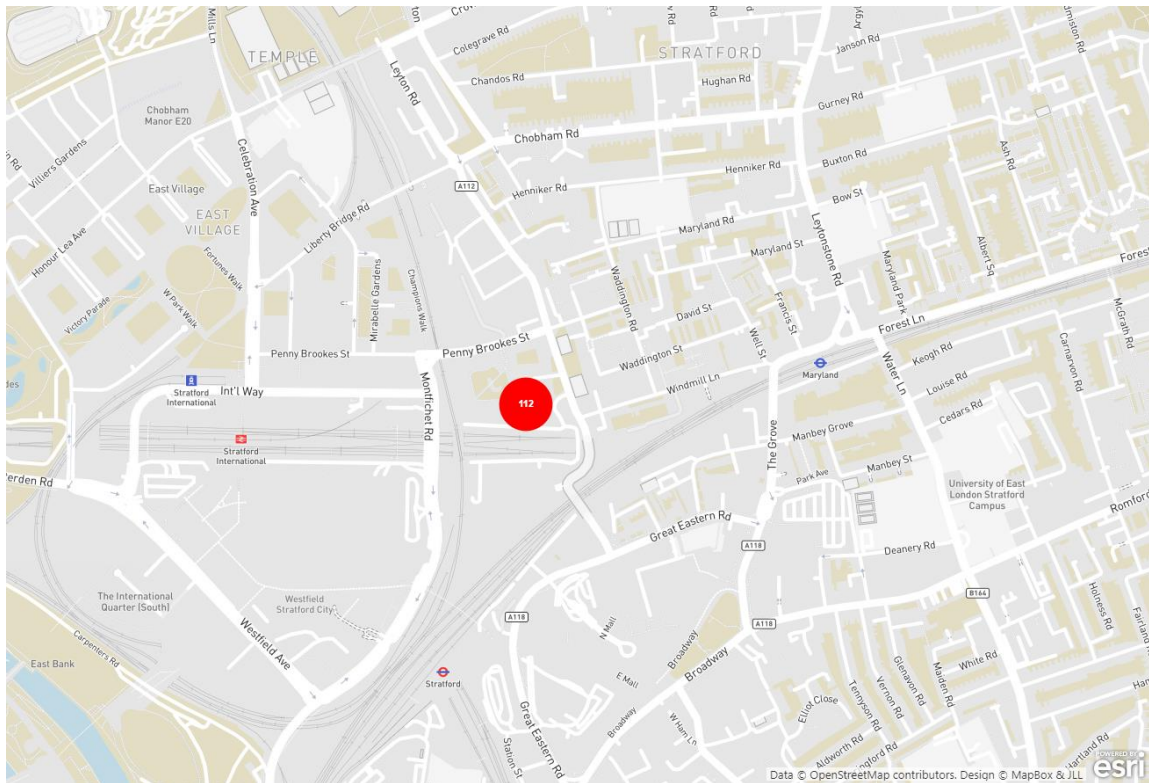


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	22
2 bed flats	57
3 bed flats	33
Total	112

The New Garden Quarter is situated off the A112 Leyton Road, the major retail hubs of Stratford Shopping Centre and Westfield Stratford City are both located nearby to the south.

The scheme is served by Stratford International station, part of the HS1 line between St Pancras and Ebbsfleet International stations providing access to Paris, Amsterdam and other European cities via Eurostar. Stratford Station is on the Jubilee and Central lines of the London Underground, the London Overground line, and is also a terminus on the Docklands Light Railway (“DLR”).



The blocks at New Garden Quarter are generally 7 storeys tall. We understand that the units have a brick, zinc and brickslip panel external wall system and that currently, no remedial works have been identified or are planned.

3.5 Project Light MR, Canada Water

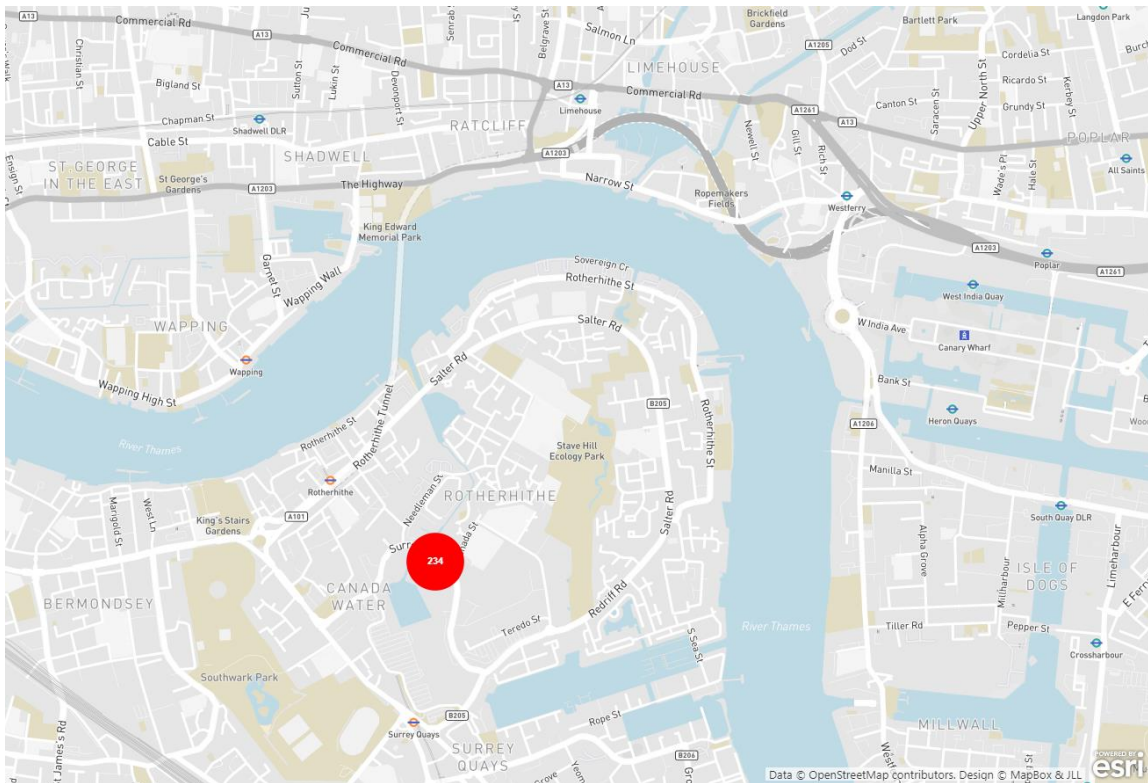
The scheme is part of the Porters Edge development located in the Canada Water area of the London Borough of Southwark, in South East London. It is part of the regeneration of the area under the Canada Water Masterplan and includes a communal gym facility and residents' lounge.



The properties within the scheme are summarised as follows:

Unit Type	Unit Count
Studio flats	10
1 bed flats	71
2 bed flats	106
3 bed flats	41
4 bed houses	6
Total	234

Project Light MR is situated on Maritime Street, a pedestrianised area off the Surrey Quays Road, the scheme is located next to Canada Water station which is on the Jubilee Line of the London Underground and also on the London Overground route.



The main block at Project Light MR is 13 storeys tall. We understand that all of the units at Porters Edge consist of insulated render, brickwork facing, polymer GRC profile cladding and that currently, no remedial works have been identified or are planned.

3.6 St James Place, Bermondsey

The scheme is located in the Bermondsey area of the London Borough of Southwark, in South London and comprises a mixture of low and medium-rise houses and purpose-built blocks of flats constructed during the early 1990s.

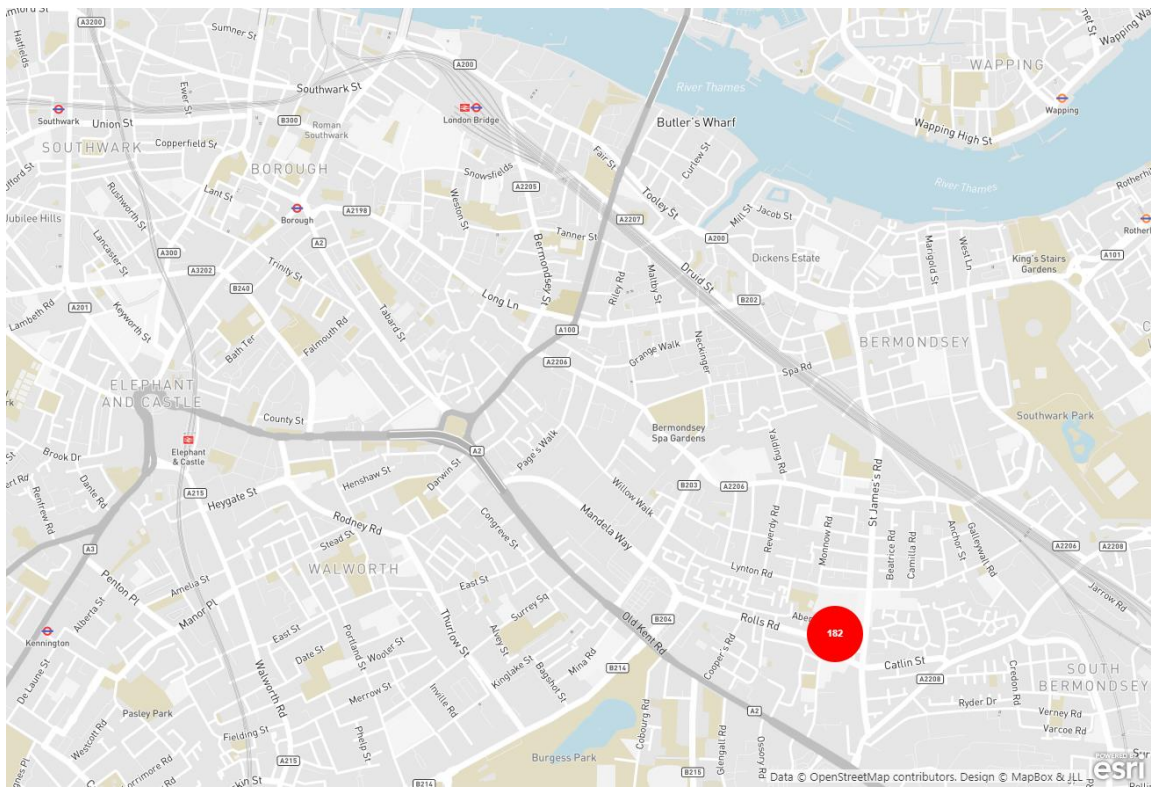


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	71
2 bed flats	77
1 bed houses	1
2 bed houses	5
3 bed houses	28
Total	182

St James Place comprises three roads: Abercorn Way, Achilles Close and Acanthus Drive, located off St James Road, which runs north to south between the A200 along the River Thames' South Bank, and the A2, the main route to the South East from London into Kent.

The scheme is served by the underground station at Bermondsey (Jubilee Line), approximately 1 mile to the north, and the railway station at South Bermondsey, approximately 0.5 miles to the east.



The units at St James Place are a mixture of 2 and 3 storey houses and purpose-built 3 or 4 storey blocks of flats. The external wall systems are of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.7 Amber Court and Coral Court, Arnos Grove

The scheme is located in the Arnos Grove area of the London Borough of Enfield in North London. Amber and Coral Court are purpose-built blocks of flats completed in 2016 and 2017.

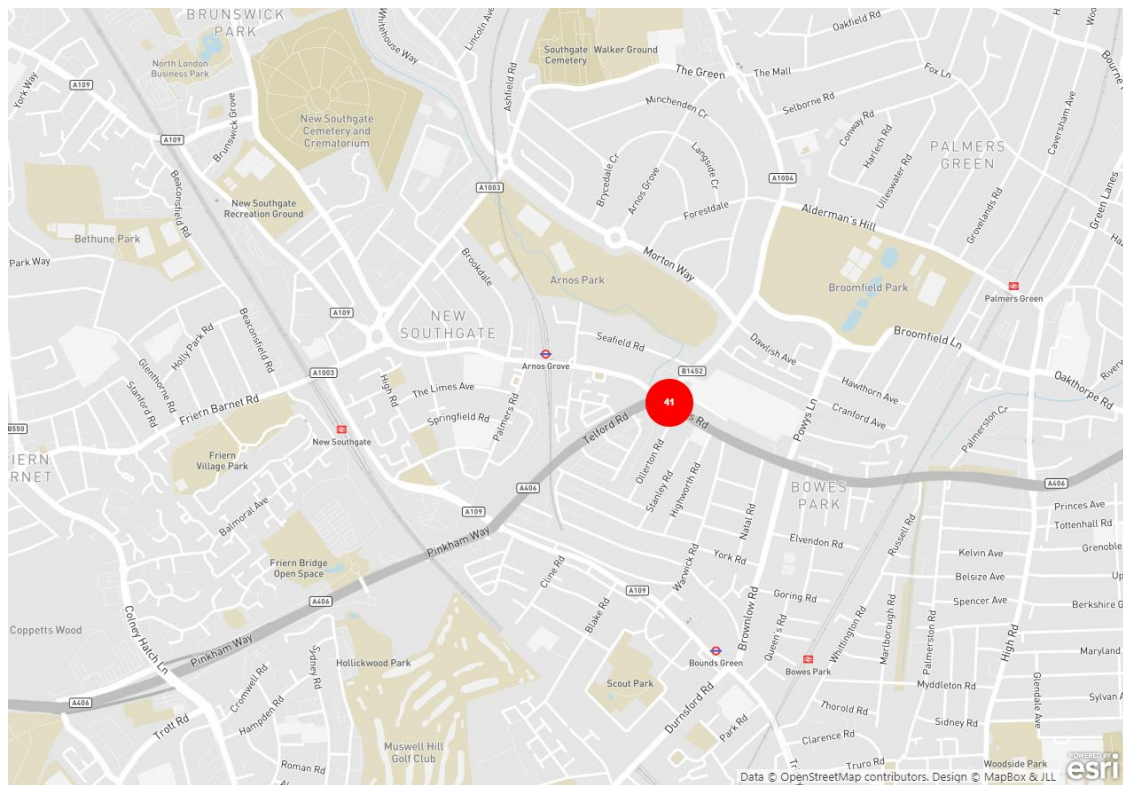


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	17
2 bed flats	24
Total	41

Both blocks are located along the main A406 North Circular close to the intersection with the A1110 Bowes Road, approximately 5.5 east of Brent Cross and the M1 and 2 miles west of the A10 towards Cambridge.

The scheme is served by the underground station at Arnos Grove (Piccadilly Line), approximately 0.4 miles to the north west, and New Southgate (Thameslink), approximately 0.9 miles to the west.



The blocks range in height from 4 to 6 storeys and the external wall systems are of traditional brick. We understand from the Obligor that the property is part of a programme of assessment for possible remedial works, however no works have been identified or costed thus far and therefore no additional cost has been included within our valuations.

3.8 Claremont Grove, Chiswick

The scheme is located in the Chiswick area of the London Borough of Hounslow, in West London. Claremont Grove is a cul-de-sac with 3 purpose-built blocks of flats constructed in the 1980s.

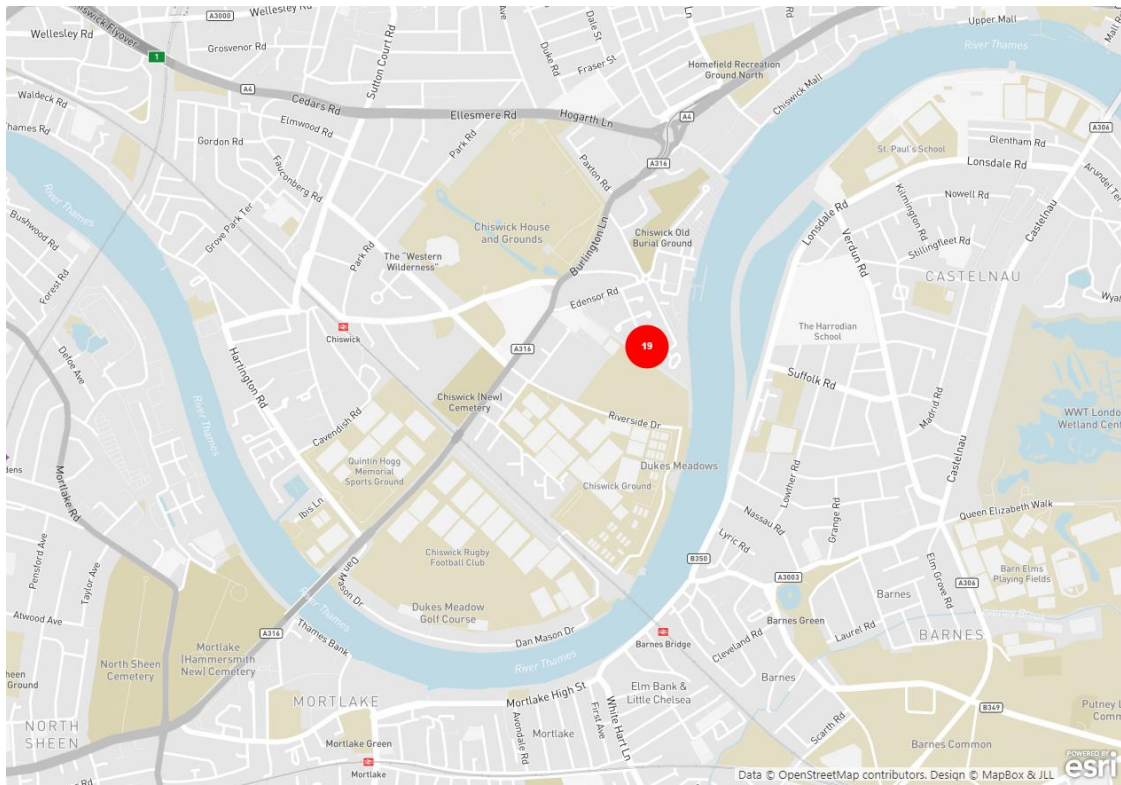


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	1
3 bed flats	18
Total	19

Claremont Grove is situated off Edensor Gardens, approximately 0.7 miles south of Chiswick and the A4 Great West Road. The scheme is bound to the east by the River Thames and to the south by Dukes Meadows and the King's House Sports Ground.

The scheme is served by the stations at Chiswick, approximately 0.7 miles to the west, and Barnes Bridge, approximately 0.7 miles to the south.



The external wall systems are of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.9 Coleridge Square and Berners Drive, Drayton Green

The scheme is located in the Drayton Green area of the London Borough of Ealing in West London and constructed during the 1990s.

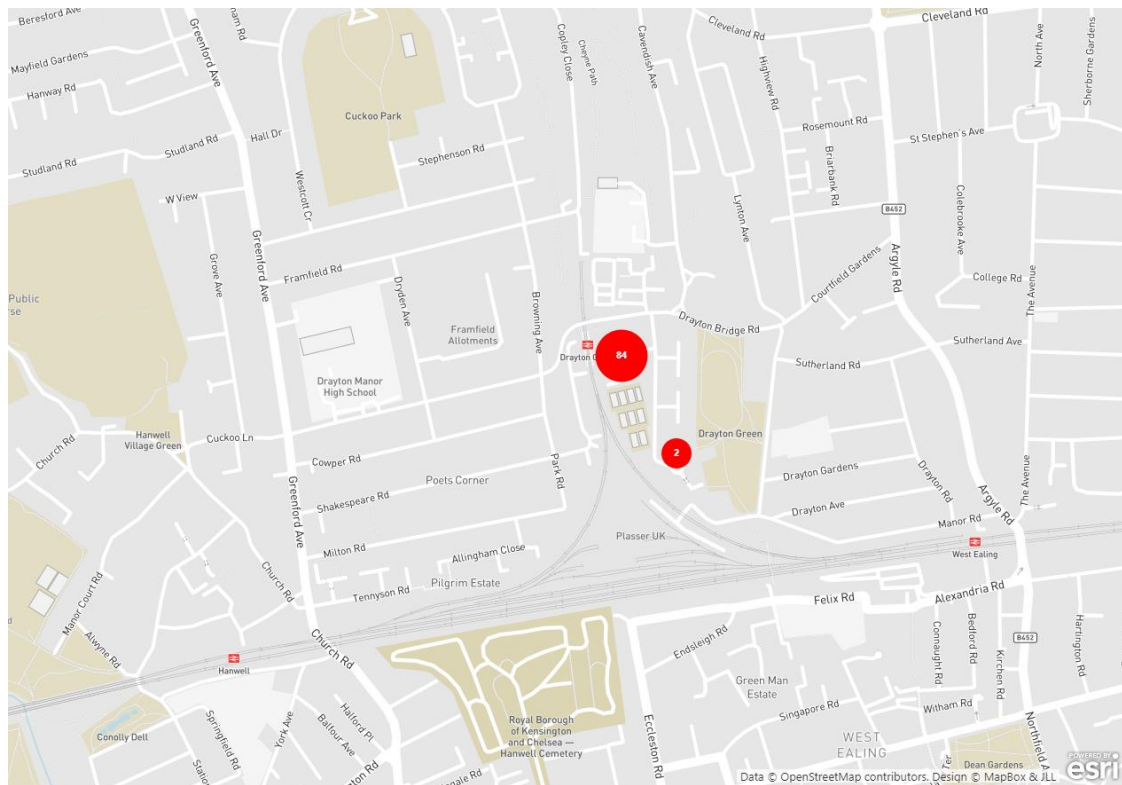


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
Studio flats	24
1 bed flats	28
2 bed flats	4
2 bed houses	29
4 bed houses	1
Total	86

Berners Drive is situated off Drayton Green Road in a predominantly residential area. The main A40 route is approximately 1.6 miles to the north providing direct access to the Home Counties and into Central London.

The scheme is served by the station at Drayton Green, approximately 0.2 miles to the north, the stations at West Ealing and Hanwell are also nearby, approximately 0.7 miles to the south east and south west respectively.



The units at Coleridge Square and Berners Drive are a mixture of 2 storey houses and purpose-built 3 or 4 storey blocks of flats and maisonettes. The external wall systems are of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.10 Croft Way, Richmond upon Thames

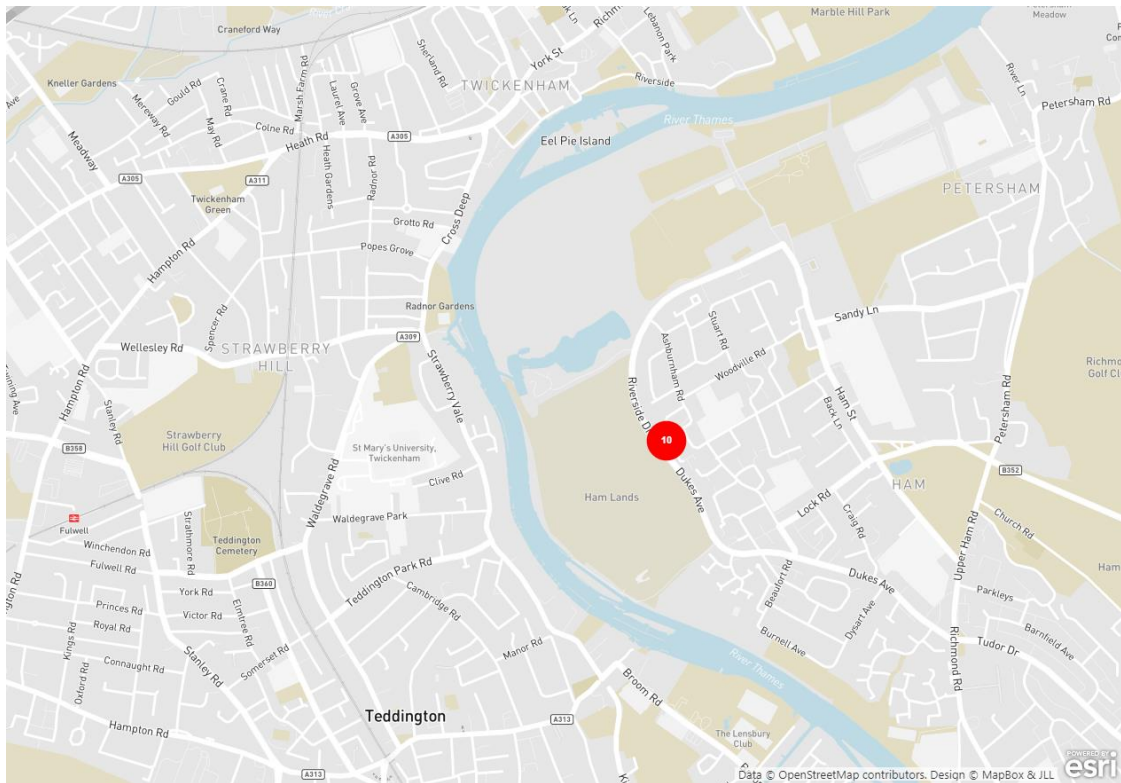
The scheme is located in the Ham area of the London Borough of Richmond upon Thames, in West London. The block on Croft Way is a 3-storey scheme constructed during the 1970s.



The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	6
2 bed flats	4
Total	10

Croft Way is situated off Riverside Drive, in a predominantly residential area between Richmond Park and the River Thames. The scheme is served by the station at Teddington, approximately 1.3 miles to the south west.



The scheme is a purpose-built 3 storey block of flats with carports to the front of the building. The external wall systems are of traditional brick construction with some external timber cladding. We understand at this stage that there are no remedial works required or planned at the scheme.

3.11 Rathbone Market, Canning Town

The scheme is located in the Canning Town area of the London Borough of Newham, in East London. Rathbone Market comprises two purpose-built blocks of flats with some retail units at ground floor level, constructed during the early 2000s.

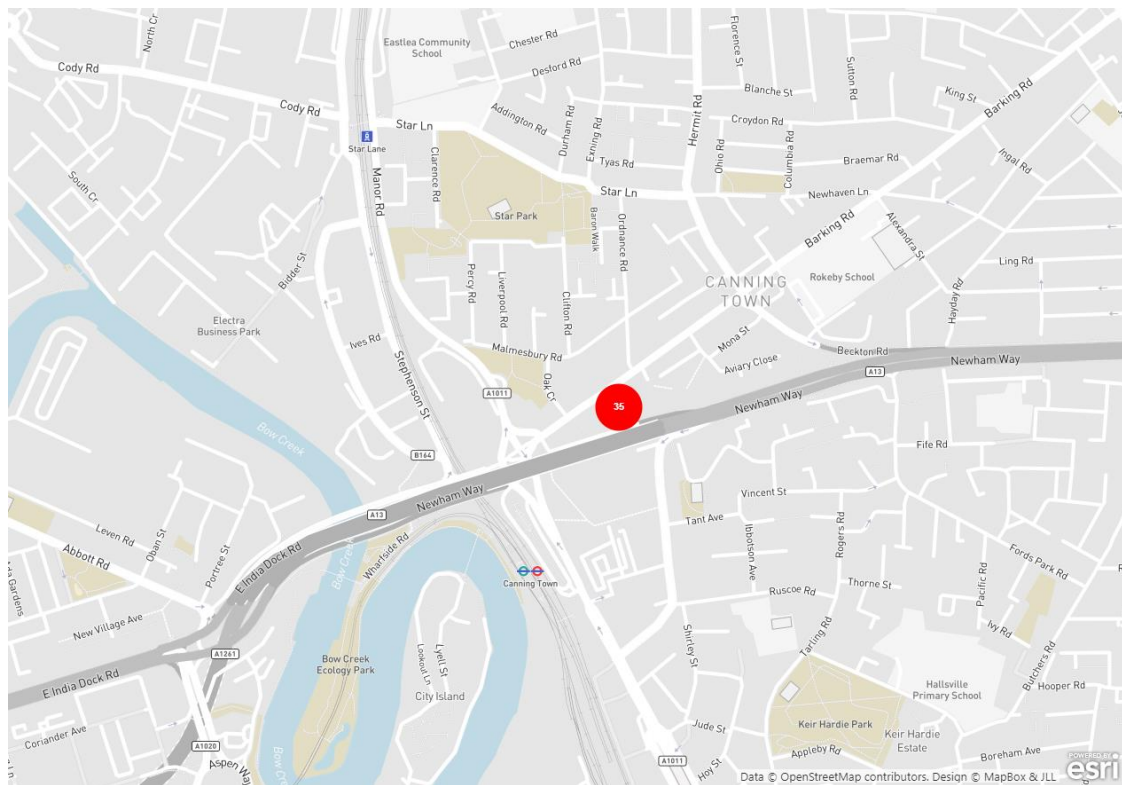


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
Studio flats	7
1 bed flats	7
2 bed flats	21
Total	35

Rathbone Market is situated between the A124 Barking Road and the A13, a major route running from Aldgate in the City of London to Basildon and South Benfleet in Essex.

The scheme is served by the station at Canning Town, approximately 0.3 miles to the west which is on the Jubilee Line of the London Underground and the Docklands Light Railway.



The external wall system at Rathbone Market is an aluminium façade system with glazed units and 'sealed' insulated spandrel, we understand from the Obligor that the property is part of a programme of assessment for possible remedial works, however no works have been identified or costed thus far and therefore no additional cost has been included within our valuations.

3.12 Royal Albert Wharf, Gallions Reach

The scheme is located in the Gallions Reach area of the London Borough of Newham, in East London. Royal Albert Wharf is a purpose-built development of flats and houses completed in 2017.

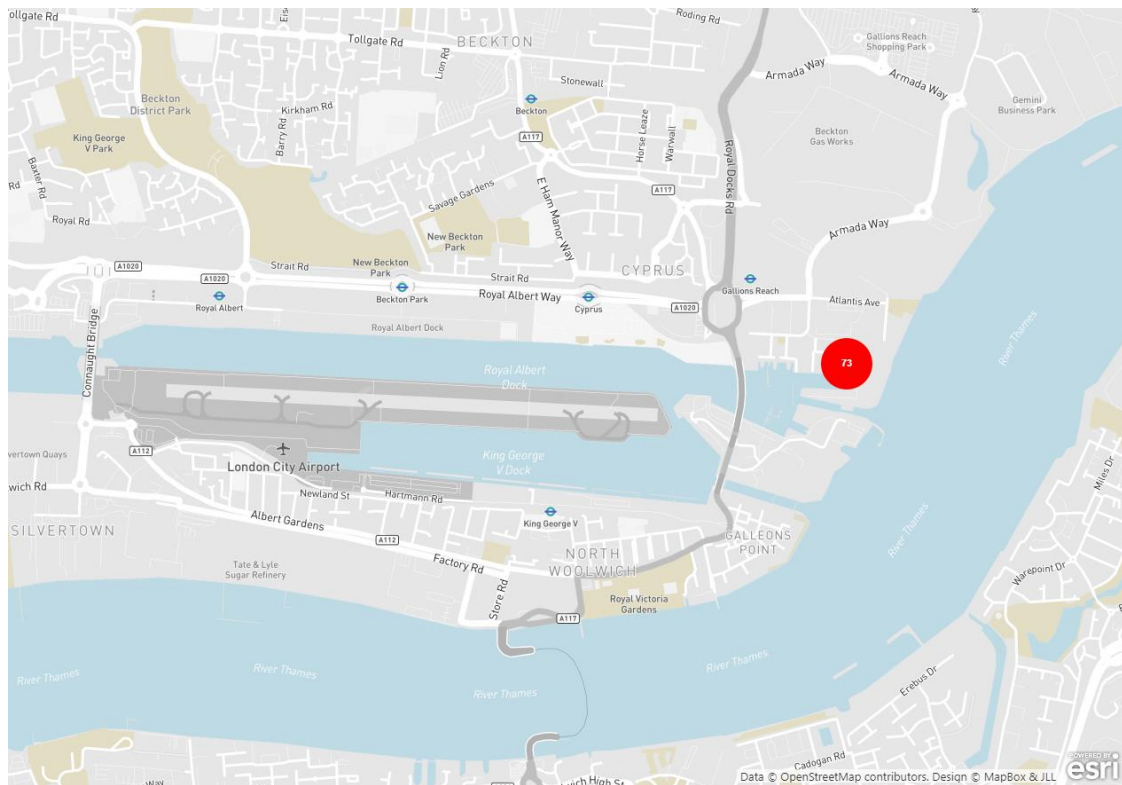


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	28
2 bed flats	28
3 bed flats	17
Total	73

Royal Albert Wharf is situated off Shackleton Way and is bound on three sides by the River Thames and Gallions Point Marina. The A13, a major route between the City of London and Essex is approximately 1.7 miles to the north and London City Airport is located less than 2 miles to the west.

The scheme is served by Gallions Reach DLR station, approximately 0.4 miles to the north west.



The external wall system at Royal Albert Wharf is predominantly of traditional brick construction with limited areas of glass reinforced concrete, Sto Therm EPS render and brickslip cladding and we understand there are no remedial works required or planned at the scheme.

3.13 Royal Wharf, Silvertown

The scheme is located in the Silvertown area of the London Borough of Newham, in East London. Royal Wharf is a large mixed-use development comprising over 3,000 residential units as well as retail and commercial space.

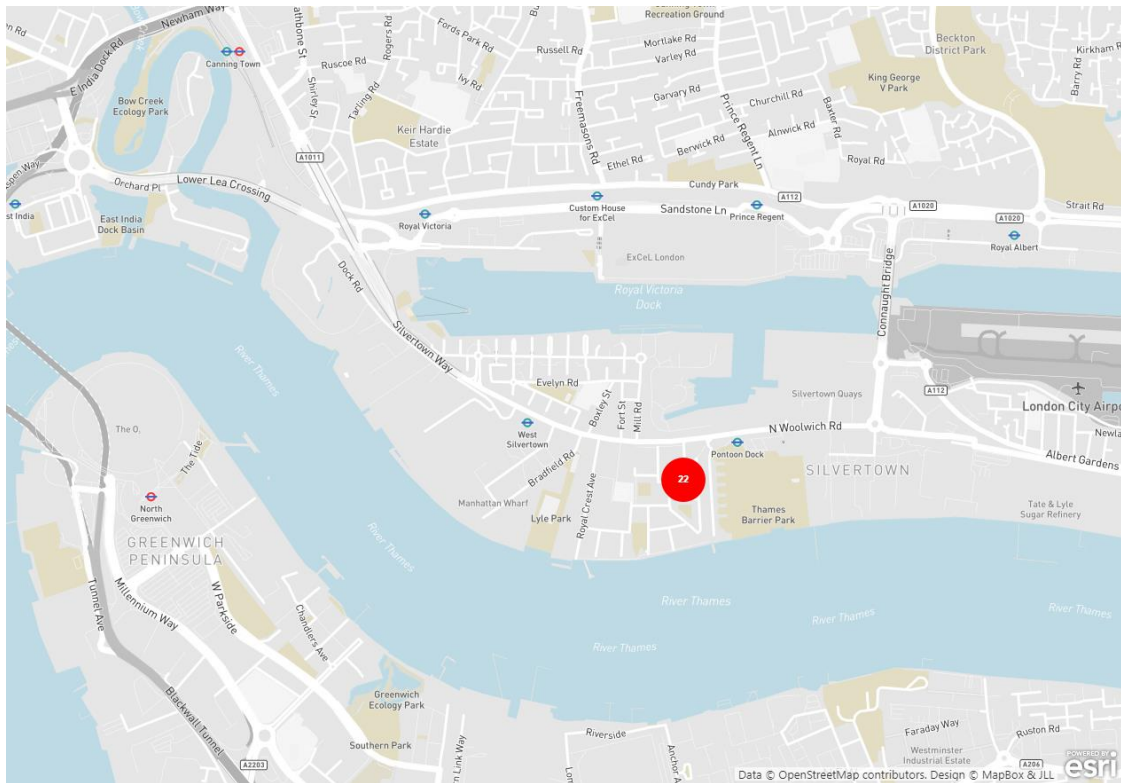


The properties within the valuation are summarised as follows:

Unit Type	Unit Count
2 bed flats	20
3 bed flats	2
Total	22

Royal Wharf is situated off the North Woolwich Road and is bound to the south by the River Thames and to the east by Thames Barrier Park. The A13, a major route between the City of London and Essex is approximately 1.7 miles to the north and London City Airport is located approximately 1 mile to the east.

The scheme is located between and served by the DLR stations at West Silvertown and Pontoon Dock.



The external wall system at Royal Wharf is predominantly of traditional brick construction with areas of composite panels and glass cladding and we understand there are no remedial works required or planned at the scheme.

3.14 Tandem Apartments, Colliers Wood

The scheme is located in the Colliers Wood area of the London Borough of Merton, in South London. Tankerville Court is a purpose-built 5 storey block of flats height with some retail units at ground floor level, constructed during the early 2000s.

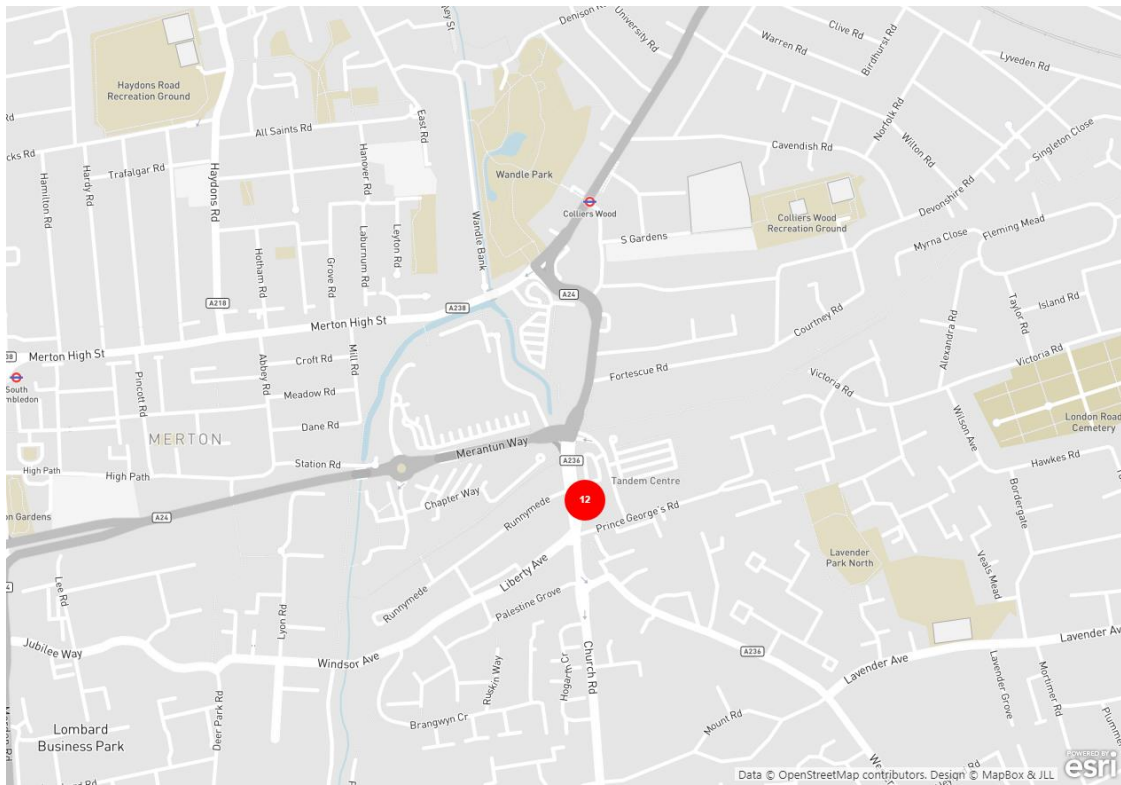


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
2 bed flats	12
Total	12

Tankerville Court is situated along the A236 Church Road into Mitcham close to the intersection with the A24, a major route running from Clapham down to the south coast at Worthing.

The scheme is served by the underground station at Colliers Wood (Northern Line), approximately 0.4 miles to the north. The mainline station Tooting is approximately 1.1 miles to the east.



The external wall system at Tandem Apartments is of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.15 Tankerville Court, Hounslow

The scheme is located in the Hounslow East area of the London Borough of Hounslow, in West London. Tankerville Court is a purpose-built block ranging between 2 and 5 storeys in height with some retail units at ground floor level.

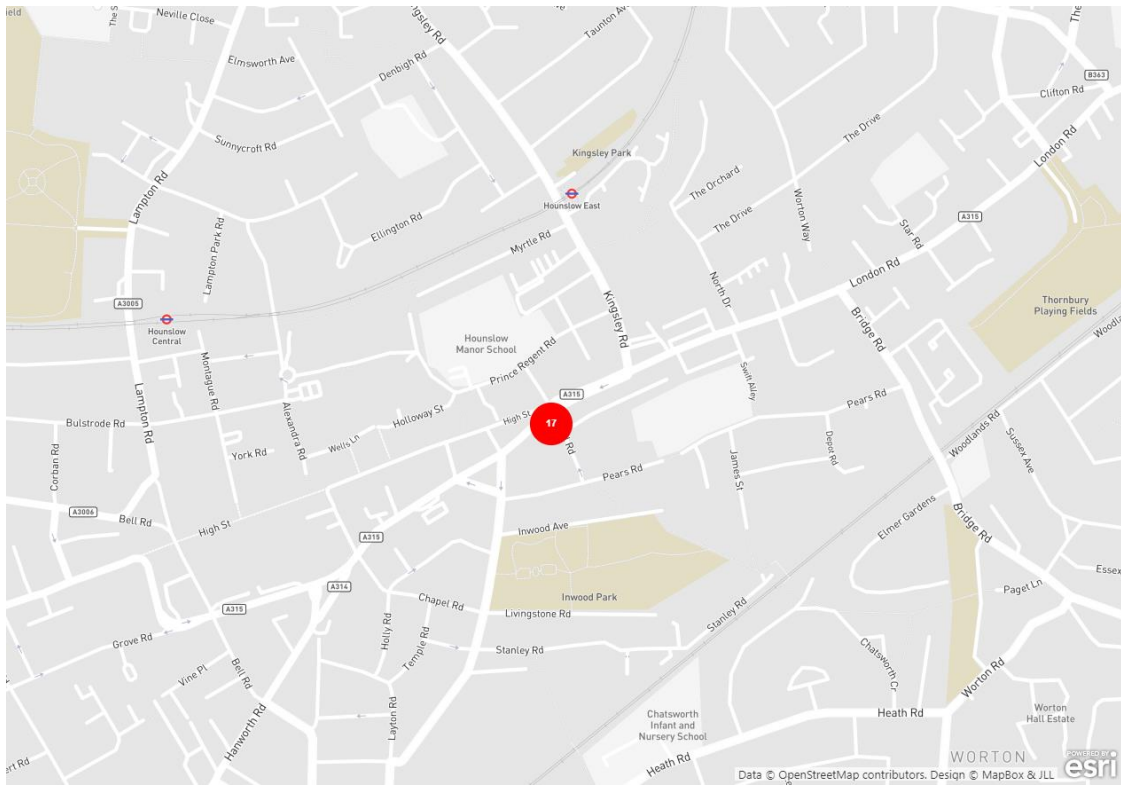


The properties within the scheme are summarised as follows:

Unit Type	Unit Count
1 bed flats	10
2 bed flats	7
Total	17

Tankerville Court is situated along the A315 London Road running east to west between the South Circular at Kew Bridge and the 316 at Hanworth.

The scheme is served by the underground stations at Hounslow East and Hounslow Central (both Piccadilly Line), approximately 0.3 miles to the north east, and 0.6 miles to the north west respectively. The mainline Hounslow station is approximately 0.7 miles to the south west.



The external wall system at Tankerville Court is of traditional brick construction and we understand there are no remedial works required or planned at the scheme.

3.16 New Hendon Village, Colindale

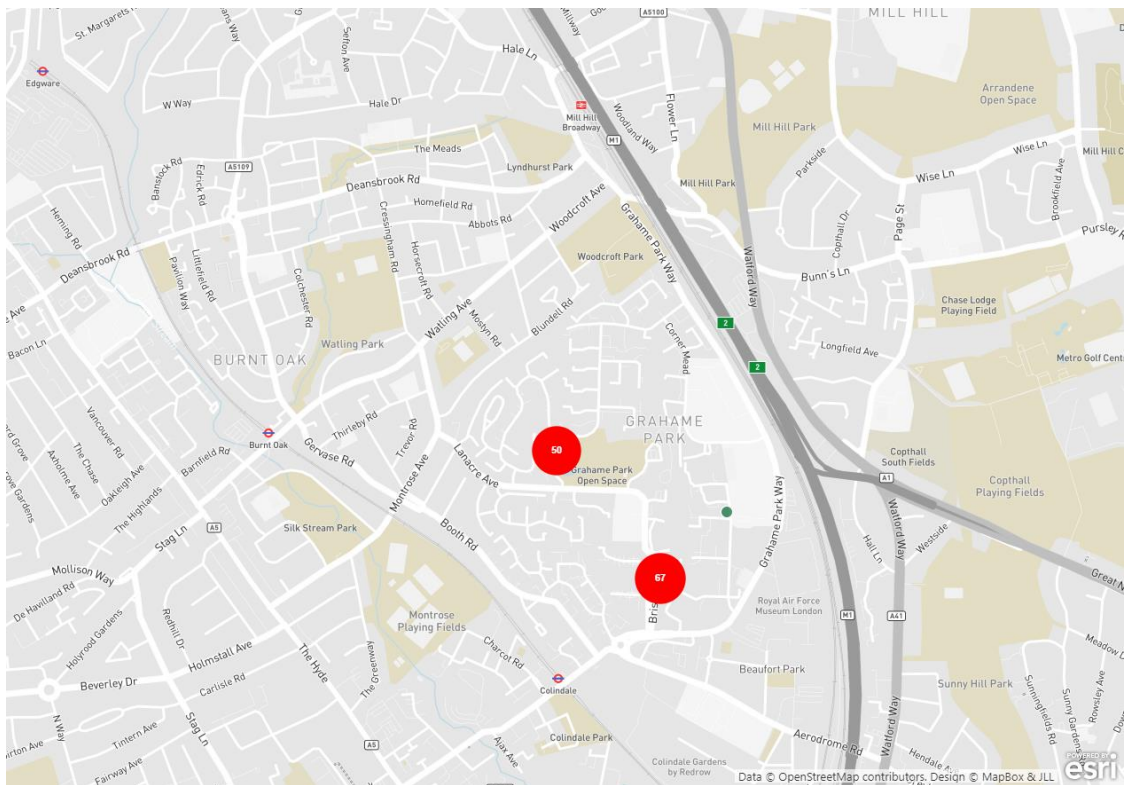
The scheme is located in the Colindale area of the London Borough of Barnet, in North London. New Hendon Village is a collection of purpose-built blocks of flats constructed in the early 2010s.



The properties within the scheme are summarised as follows:

Unit Type	Unit Count
Studio flats	1
1 bed flats	45
2 bed flats	72
Total	118

New Hendon Village is situated off Bristol Road, off Grahame Park Way, a major route running parallel with the M1 between Colindale and Mill Hill. The intersection of the North Circular and M1 at Brent Cross is approximately 3 miles to the south. The scheme is served by the underground station at Colindale (Northern Line), approximately 0.3 miles to the south west.



The blocks at New Hendon Village range between 4 and 6 storeys in height. The external wall systems are a predominantly of traditional brick or brick tile with some render, composite cladding panels and spandrel panels on the upper floors. We understand from the Obligor that the property is part of a programme of assessment for possible remedial works, however no works have been identified or costed thus far and therefore no additional cost has been included within our valuations.

4 Valuation Commentary

4.1 Introduction

There are 1,523 market rented properties in the Portfolio split across 16 schemes. Schedules summarising the following data for each property within the Portfolio form Appendix 1 of this Report:

- address;
- Propco;
- unit type; and
- title number.

4.2 Tenancies

We have reviewed a number of sample tenancy agreements provided by the Obligor, each of the agreements are either assured or assured shorthold tenancies. We confirm that each tenancy is in a standard format and that our valuations reflect the terms contained therein.

4.3 Rental Income

The following table summarises the total income that the Propcos will receive from the Portfolio annually:

Scheme	Units	Annual Income	Average Rent
Amber & Coral Court	41	£705,744	£331.02
Bakersfield	107	£1,950,282	£350.52
Chelmsford	317	£4,088,806	£248.05
Chobham Farm	112	£2,731,183	£468.95
Claremont Grove	19	£429,264	£434.48
Coleridge Square	86	£1,265,360	£282.95
Croft Way	10	£161,376	£310.34
New Hendon Village	118	£1,915,436	£312.16
Project Light MR	234	£6,401,112	£526.06
Rathbone Market	35	£586,956	£322.50
Royal Albert Wharf	73	£1,328,437	£349.96
Royal Wharf	22	£450,540	£393.83
St James Place	182	£2,793,318	£295.15
Sterling Place	138	£2,424,622	£337.88
Tandem Apartments	12	£208,512	£334.15

Scheme	Units	Annual Income	Average Rent
Tankerville Court	17	£241,164	£272.81
Total	1,523	£27,682,113	£349.54

The following table sets out a comparison of the average rents at each scheme with our opinion of Market Rents for comparable properties in the same areas (rents are shown on the basis of 52 weeks).

Scheme	Average Passing Rent	Average Market Rents	% of Market Rent
Amber & Coral Court	£331.02	£340.49	97.2%
Bakersfield	£350.52	£355.47	98.6%
Chelmsford	£248.05	£231.12	107.3%
Chobham Farm	£468.95	£477.95	98.1%
Claremont Grove	£434.48	£418.42	103.8%
Coleridge Square	£282.95	£285.52	99.1%
Croft Way	£310.34	£300.00	103.4%
New Hendon Village	£312.16	£326.10	95.7%
Project Light MR	£526.06	£531.30	99.0%
Rathbone Market	£322.50	£341.14	94.5%
Royal Albert Wharf	£349.96	£353.01	99.1%
Royal Wharf	£393.83	£469.32	83.9%
St James Place	£295.15	£327.03	90.3%
Sterling Place	£337.88	£325.72	103.7%
Tandem Apartments	£334.15	£335.00	99.7%
Tankerville Court	£272.81	£273.53	99.7%
Total	£349.54	£353.43	98.9%

We are unable to verify the accuracy of the rent roll provided to us by the Obligor.

4.4 Rental Growth

We have modelled rental growth in our valuation models in accordance with JLL's Residential Forecasts issued in November 2019 and as set out in the table below:

Region	2020	2021	2022	2023	2024+
London	2.5%	3.0%	4.0%	3.5%	3.0%

4.5 Sales Rates

In accordance with section 2.1, we have not included the sale of any individual void units in any of our valuations.

4.6 Outgoings

In forming our opinion of the net rental income generated by the Portfolio, we have considered the following outgoings:

- bad debts, voids and arrears;
- cost of maintenance and repairs; and
- management and administration expenses.

We emphasise that, under the definitions of the bases of valuation we have been instructed to adopt, we are not valuing the Obligor's stewardship of the stock, rather we are assessing what a hypothetical purchaser in the market would pay for the stock, based on the market's judgement of the capabilities of the Portfolio.

The assumptions we have made in our appraisal reflect our opinion of the view the market would adopt on the future performance of the Portfolio. In forming our opinion, we have had regard to other recent valuations we have undertaken of comparable stock.

4.7 Bad Debts and Voids

We have incorporated into our valuations the potential for future voids and bad debts. Any loss of income for both void properties and bad debts is reflected in a deduction made from the gross rental income.

The rates applied take into consideration historical data provided by the Obligor and are similar to allowances used by other landlords providing a management and maintenance service in the areas where the properties are situated. The associated risk has also been factored into our discount rate.

The rates we have adopted for bad debts and voids as a percentage of gross income in each of our MV-T valuations are summarised in the table below:

Scheme	Bad debts & voids
Amber & Coral Court	2.0%
Bakersfield	2.5%
Chelmsford	2.0%
Chobham Farm	2.0%
Claremont Grove	2.5%
Coleridge Square	2.5%
Croft Way	2.5%
New Hendon Village	2.5%
Project Light MR	2.0%
Rathbone Market	2.5%

Scheme	Bad debts & voids
Royal Albert Wharf	2.0%
Royal Wharf	2.0%
St James Place	2.5%
Sterling Place	2.5%
Tandem Apartments	2.5%
Tankerville Court	2.5%

4.8 Management Costs

We have adopted rates for management and administration based on the historical data provided by the Obligor. From this information, the average cost of management is £1,158 per unit per annum or 8.2% of the gross income received.

In arriving at our opinion of value, we are assessing what a hypothetical purchaser in the market would pay for the properties, and in our experience, bids are likely to reflect a marginal approach to management costs. Furthermore, a growth in stock numbers could give rise to potential economies of scale, rationalisation of services and other efficiencies which would reduce unit costs.

We have assumed that a mortgagee in possession would expect to spend between 7.0% and 10.0% of rental income on management and administration in our valuations.

4.9 Repairs and Maintenance

Although the properties are generally in a good condition, renewal, day-to-day and cyclical maintenance will be required to keep the stock in its present condition.

From the information provided by the Obligor, the historical average maintenance cost is £2,412 per unit per annum which represents 17.0% of the gross income received.

The above figures are broad averages; costs will vary according to a property's age, type, size and form of construction. In particular, the profile of expenditure will be different for a newly built property compared to an older property. The former should only require modest routine maintenance over the first 5 to 10 years of its life, with major repairs only arising from years 15 to 20. Hence there is a low-start cost profile, rising steeply in the medium term, whilst an older property is likely to have a flatter profile with a higher starting point.

We have had due consideration to the age and construction type of each of the blocks in our valuations. We have also included additional costs for remedial works that are due to be carried out at certain schemes. These are detailed in section 3.1.

We understand from the Obligor that there are further schemes in a programme of assessment for possible remedial works, no works have been identified or costed thus far and therefore no additional cost has been included within our valuations, however, they should continue to be monitored until all assessments have been completed.

We have assumed that a mortgagee in possession would expect to spend between 17.0% and 22.5% of rental income on repairs, furnishing and other operational expenditure in our valuations.

4.10 Discount Rate

The chosen discount rate reflects our judgement of the economic conditions at the time of the valuation and the level of risk involved at each scheme, taking all factors and assumptions into account. To determine the risk involved we have looked at:

- the sustainability of the existing rental income;
- the likely rate of future rental growth;
- the condition of the Portfolio;
- the level of outgoings required to maintain the maximum income stream;
- the likely performance of the Portfolio in relation to its profile and location;
- the real cost of borrowing; and
- the long-term cost of borrowing.

We have adopted discount rates of between 6.5% and 6.75% on the rental income for our cashflows. We have then cross-checked this against the gross and net yield metrics for each scheme to ensure they are within a reasonable range in the current market.

5 Market Commentary

5.1 Market Overview

There has been a significant amount of momentum in the PRS market over the past few years and in this time, there has been a notable hardening in yields for schemes in good locations, close to transport links. There is however, a lack of transparency in the market until transactions have completed.

So far there has been a lack of stabilised transactions given the infancy the market has found itself in, although it looks as though they may become more commonplace. Traditionally, investors have entered the market through forward funding, this way they can have specific input into the design for BTR, but also due to the lack of available stabilised stock.

We understand there is a strong appetite with investors to expand their platforms and thus there is a significant amount of competition for appropriate sites, which, as an effect, should bring the yields in. Despite the current market conditions, there have continued to be a number of enquiries about PRS/BTR properties and residential is viewed by many as a safer and more resilient asset class than others.

5.2 Comparable Evidence

Pioneer Point, Ilford



- Sold Q1 2020.
- North Tower launched Q4 2012 and South Tower launched Q1 2017.
- 294 residential units.
- Current rent passing £5,517,433 per annum.
- Purchase Price £100 million.
- Estimated Net Yield circa 3.75%

Pioneer Point, Ilford is a multifamily building situated a 3-minute walk from Ilford station. The scheme consists of two towers of 31 and 23 storeys, providing 92 x one bedroom, 201 x two bedroom and one x three-bedroom unit. Internally, the apartments are reported to be finished to a high-quality specification. There are also 60 basement car parking spaces, 35,000 sq. ft of fully-let commercial space (including one occupied by The Gym Limited), a concierge service, business centre, several residents' lounge areas, three meeting rooms, a cinema room, games area, children's play area, reception lobby and property management suite.

Realstar purchased the property in Q1 2020, for a price of £100,000,000, equating to an estimated net yield of 3.75%.

Colindale Gardens, Colindale



- Forward fund deal announced in Q3 2019.
- Realstar.
- 347 residential units.
- Purchase Price £120 million.
- Estimated Net Yield Circa 3.9 – 4%.

Realstar is understood to be forward funding a phase within Colindale Gardens, a development by Redrow to include 347 studio, one bedroom, two bedroom and three-bedroom apartments.

Realstar have forward funded the scheme for £120m and it is understood the estimated net yield is in the region of 3.9 – 4%.

Southall, West London and East Wick, Hackney Wick



- Sold Q1 2019.
- Southall comprises 166 residential units.
- East Wick comprises 161 residential units.
- Purchase Price £200 million.
- East Wick - Forward Funded & Southall – Forward Commitment.

Realstar is understood to be forward funding a development in East Wick, Hackney, a 161 flatted development split across two phases within the East Wick development and has agreed a forward commitment on a 166-unit development in Southall.

The Southall units are due for completion in Q4 2020 and will comprise one, two and three-bedroom apartments. There will also be car parking, commercial floorspace and associated residential amenity. Once complete, the scheme will be operated by Realstar's Uncle subsidiary.

In relation to East Wick, Realstar has committed to 105 units in Phase 1 which is due for completion in Q2 2021. Once complete, the scheme will be managed by Places for People.

We understand Realstar is forward funding the schemes for a combined value of £200 million and it is understood the estimated net yield is in the region of 3.75%.

Equipment Works, Walthamstow



- Sold Q2 2019.
- 257 residential units.
- Purchase Price £105.5 million.
- Estimated Net Yield circa 3.75%.
- Forward Funded.

Greystar Real Estate Partners and Henderson Park are understood to be forward funding a 257 flatted development in Walthamstow being built by Telford Homes. The development will also include car parking and commercial floor space and is due for completion in Q4 2021.

Greystar and Henderson Park are forward funding the scheme for £105.5m and it is understood the estimated forward fund yield is circa 3.75%.

Colindale Gardens, Colindale



- Sold Q3 2018
- 186 residential units
- Purchase Price £82.7 million
- Estimated Net Yield Circa 3.6 – 3.8%
- Forward Funded

M&G is understood to be forward funding block F, a block of 186 flats within the Colindale Gardens development. The units are due for completion in 2021 and will comprise one, two and three bedroom apartments. Once complete, the scheme will be operated by Liv.

M&G is forward funding the scheme for £82.7m and it is understood the estimated net yield is between 3.6 and 3.8%.

Hounslow Place, Hounslow



- Sold Q1 2018
- 255 residential units
- Purchase Price £107 million
- Estimated Net Yield Circa 3.87%
- Forward Funded

Invesco Real Estate is understood to be forward funding a 255 flatted development in Hounslow being built by Meyer Homes. The scheme is expected to complete in 2020. We understand the scheme will consist of seven buildings of various sizes, providing a mixture of studio, 1 bed, 2 bed and 3 bed apartments as well as 14 mews houses. There will also be car parking, retail units and associated residential amenity.

We understand that Invesco is forward funding the scheme for £107m and it is understood the estimated net yield is circa 3.87%.

St Andrew's Park, Uxbridge



- Q1 2018.
- 207 residential units.
- Purchase Price £75 million.
- Estimated Net Yield Circa 3.8/3.9%.
- Forward Funded.

In March 2018, St Modwen announced the forward sale of 207 private rented sector units on its 1,300 home mixed-use regeneration scheme at St. Andrew's Park in Uxbridge, which is located circa 8.6 miles north west of Kew Bridge. We understand Annington have committed £75m to forward fund the development, which on completion (scheduled for May 2019) will comprise a mix of studio, one and two bedroom apartments.

We understand rents to be circa £25 per sq. ft, which would place the indicative Forward Fund Yield at circa 3.8%.

6 Valuation

6.1 Background

We have prepared our valuations on the basis of Market Value subject to existing Tenancies (“MV-T”).

Our valuations have been prepared in accordance with the RICS Red Book.

Apportionments of the valuations have been calculated as arithmetic apportionments and are included in the schedules at Appendix 1. Please note that in accordance with our instructions, we have valued each scheme separately, as shown in section 6.3, but have not carried out valuations of the individual properties within each scheme.

The definitions of the bases of valuation are set out in full in section 6 of this Report.

6.2 Asset Value for Loan Security Purposes

Our valuation of all 1,523 properties on the basis of MV-T, in aggregate as at the date of valuation, is:

£562,214,100

(five hundred and sixty-two million, two hundred and fourteen thousand, one hundred pounds)

Freehold Properties

Our valuation of the 452 freehold properties on the basis of MV-T, in aggregate as at the date of valuation, is:

£140,225,600

(one hundred and forty million, two hundred and twenty-five thousand, six hundred pounds)

Leasehold Properties

Our valuation of the 1,071 leasehold properties on the basis of MV-T, in aggregate as at the date of valuation, is:

£421,988,500

(four hundred and twenty-one million, nine hundred and eighty-eight thousand, five hundred pounds)

6.3 Asset Value by Scheme

Our valuation of each individual scheme is shown in the following table:

Scheme	Propco	Unit Count	Tenure	MV-T
Bakersfield	1	107	Leasehold	£32,375,700
Chelmsford	2	317	Leasehold	£80,255,600
Sterling Place	3	138	Freehold	£44,228,300
Chobham Farm	4	112	Leasehold	£59,832,200
Project Light MR	5	234	Leasehold	£143,759,900
St James Place	6	182	Freehold	£57,285,700

Scheme	Propco	Unit Count	Tenure	MV-T
Amber & Coral Court	7	41	Leasehold	£13,333,700
Claremont Grove	7	19	Freehold	£7,764,400
Coleridge Square	7	86	Freehold	£24,113,100
Croft Way	7	10	Freehold	£2,781,400
Rathbone Market	7	35	Leasehold	£11,403,900
Royal Albert Wharf	7	73	Leasehold	£28,770,600
Royal Wharf	7	22	Leasehold	£11,192,600
Tandem Apartments	7	12	Leasehold	£3,931,700
Tankerville Court	7	17	Freehold	£4,052,700
New Hendon Village	8	118	Leasehold	£37,132,600
Total		1,523		£562,214,100

7 Bases of Valuation

Our valuations have been prepared in accordance with the RICS Red Book.

7.1 Market Value

The basis of Market Value is defined in VPS 4.4 of the Red Book as follows:

“The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

Market Value subject to Tenancies is in accordance with the above definition, with the addition of the point below:

“That the properties would be subject to any secure or assured tenancies that may prevail, together with any other conditions or restrictions to which property may be subject.”

7.2 Expenses

No allowance is made in our valuations for any expenses of realisation.

7.3 Tax

No allowance is made in our valuations for any liability for payment of Corporation Tax, or for any liability for Capital Gains Tax, whether existing or which may arise in the future.

Our MV-T valuations include Stamp Duty Land Tax (“SDLT”) and fees on the assumed disposal at the end of the 10-year holding period. For the purposes of this exercise, our rates have been applied in accordance with the Chancellor’s announcement on 8 July 2020 introducing a stamp duty ‘holiday’ with a 0% levy on all property purchases up to £500,000.

We anticipate that from 31 March 2021, SDLT will return to the sliding scale previously in place.

7.4 VAT

Our valuations are exclusive of VAT on disposal.

8 Sources of Verification of Information

8.1 General

We have relied upon the description, tenancy type and current rental income provided to us by the Borrower and we have been unable to verify the accuracy of that data.

8.2 Tenure

Unless otherwise stated in this Report, each Propco holds a freehold interest or long leasehold interest with not less than 80 years unexpired in respect of its properties. We confirm that there will be no material difference in the MV-T cashflow valuations between these two holding interests.

8.3 Title

We have reviewed the certificates of title prepared by Devonshires Solicitors LLP (the “Certificates”) and can confirm that our valuations fully reflect the disclosures contained therein.

In particular, in respect of each unit, we can confirm that (based on our review of the Certificates) the units can be disposed of on an unfettered basis (subject only to existing tenancies disclosed in the Certificates but not subject to any security interest, option of other encumbrance or to any restriction preventing or restricting its sale to or use by any person for residential use).

8.4 Nomination Agreements

Our valuations are prepared on the basis that there are no nomination agreements. If any nomination rights are found to be in existence, they are assumed not to be binding on a mortgagee in possession unless otherwise stated in this Report

8.5 Measurements/Floor Areas

We have not measured the properties, this being outside the scope of a valuation of a portfolio of this nature, unless otherwise stated in this Report.

However, where measurements have been undertaken, we have adhered to the RICS Code of Measuring Practice, 6th edition, except where we specifically state that we have relied on another source. The areas adopted are purely for the purpose of assisting us in forming an opinion of capital value. They should not be relied upon for other purposes nor used by other parties without our written authorisation.

Where floor areas have been provided to us, we have relied upon these and have assumed that they have been properly measured in accordance with the Code of Measuring Practice referred to above.

8.6 Structural Surveys

Unless expressly instructed, we do not carry out a structural survey, nor do we test the services and we, therefore, do not give any assurance that any property is free from defect. We seek to reflect in our valuations any readily apparent defects or items of disrepair, which we note during our inspection, or costs of repair which are brought to

our attention. Otherwise, we assume that each building is structurally sound and that there are no structural, latent or other material defects.

In our opinion the economic life of each property should exceed 50 years providing the properties are properly maintained.

8.7 Deleterious Materials

We do not normally carry out or commission investigations on site to ascertain whether any building was constructed or altered using deleterious materials or techniques (including, by way of example high alumina cement concrete, woodwool as permanent shuttering, calcium chloride or asbestos). Unless we are otherwise informed, our valuations are on the basis that no such materials or techniques have been used.

8.8 Site Conditions

We do not normally carry out or commission investigations on site in order to determine the suitability of ground conditions and services for the purposes for which they are, or are intended to be, put; nor do we undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are on the basis that these aspects are satisfactory and that, where development is contemplated, no extraordinary expenses, delays or restrictions will be incurred during the construction period due to these matters.

8.9 Environmental Contamination

Unless expressly instructed, we do not carry out or commission site surveys or environmental assessments, or investigate historical records, to establish whether any land or premises are, or have been, contaminated. Therefore, unless advised to the contrary, our valuations are carried out on the basis that properties are not affected by environmental contamination. However, should our site inspection and further reasonable enquiries during the preparation of the valuation lead us to believe that the land is likely to be contaminated we will discuss our concerns with you.

8.10 Japanese Knotweed

Our inspections are for valuation purposes only and carried out on an external and internal sample basis only, therefore we cannot confirm whether invasive vegetation has been or is present on the site, our valuation assumes that none exists within the demise or proximity of any of the properties.

8.11 Energy Performance Certificates (EPCs)

We have not been provided with copies of any Energy Performance Certificates by the Borrower. The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 make it unlawful for landlords in the private rented sector to let properties that have an EPC rating of F or G, from 1 April 2018.

8.12 Market Rental Values

Our assessment of rental values is formed purely for the purposes of assisting in the formation of an opinion of MV-T and is generally on the basis of Market Rent, as defined in the “the Red Book”. Such figures should not be used for any other purpose other than in the context of this valuation.

8.13 Insurance

Unless expressly advised to the contrary we assume that appropriate cover is and will continue to be available on commercially acceptable terms.

8.14 Planning

We have prepared our valuations on the basis that each property exists in accordance with a valid planning permission.

8.15 The Equality Act

From our inspections the properties appear to comply with the requirements of the Equality Act 2010.

8.16 Outstanding Debts

In the case of property where construction works are in hand, or have recently been completed, we do not normally make allowance for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, subcontractors or any members of the professional or design team.

8.17 Services

We do not normally carry out or commission investigations into the capacity or condition of services. Therefore, we assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

8.18 Plans and Maps

All plans and maps included in our Report are strictly for identification purposes only, and, whilst believed to be correct, are not guaranteed and must not form part of any contract. All are published under licence and may include mapping data from Ordnance Survey © Crown Copyright. All rights are reserved.

8.19 Compliance with Building Regulations and Statutory Requirements

Unless otherwise stated in our Report none of the properties are of 6 storeys or more or are subject to any remedial works in the wake of the Grenfell Tower disaster of June 2017. We have therefore assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements.

Appendix 1

Property Schedule

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
57002552	165163	EX987919	Leasehold	Central Chelmsford Estate	City Park West Block X	91 Norman Court		Chelmsford	CM1 1DR	Chelmsford	Flat	1	X	52.6	565.9	12/04/2019	OCCP	£240,000	£239,338
57002553	165164	EX987919	Leasehold	Central Chelmsford Estate	City Park West Block X	92 Norman Court		Chelmsford	CM1 1DR	Chelmsford	Flat	1	X	46.4	499.7	12/04/2019	VOID	£230,000	£229,366
57002554	165165	EX987919	Leasehold	Central Chelmsford Estate	City Park West Block X	93 Norman Court		Chelmsford	CM1 1DR	Chelmsford	Flat	2	X	64.8	699.0	12/04/2019	OCCP	£325,000	£317,989
57002555	165166	EX987919	Leasehold	Central Chelmsford Estate	City Park West Block X	44 Norman Court		Chelmsford	CM1 1DR	Chelmsford	Flat	1	X	44.7	481.0	12/04/2019	OCCP	£230,000	£217,882
57002369	164796	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	4 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	G	66.1	720.3	08/03/2019	OCCP	£325,000	£322,710
57002370	164795	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	3 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	X	50.9	562.4	08/03/2019	OCCP	£240,000	£212,033
57002371	164794	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	2 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	G	52.4	548.1	08/03/2019	OCCP	£240,000	£229,702
57002372	164793	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	1 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	1	57.6	711.7	08/03/2019	OCCP	£250,000	£223,812
57002373	164800	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	8 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	1	70.9	497.6	08/03/2019	OCCP	£325,000	£312,395
57002374	164799	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	7 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	1	47.9	668.4	08/03/2019	OCCP	£240,000	£206,143
57002375	164801	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	9 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	1	69.9	515.8	08/03/2019	OCCP	£325,000	£306,270
57002376	164798	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	6 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	1	62.1	762.6	08/03/2019	OCCP	£250,000	£212,033
57002377	164802	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	10 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	1	66.9	752.2	08/03/2019	OCCP	£325,000	£292,710
57002378	164797	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	5 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	1	46.2	720.3	08/03/2019	OCCP	£230,000	£212,033
57002379	164803	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	11 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	1	71.9	773.5	08/03/2019	OCCP	£260,000	£215,331
57002380	164807	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	15 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	2	70.9	553.7	08/03/2019	OCCP	£325,000	£312,159
57002381	164806	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	14 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	2	43.7	495.1	08/03/2019	OCCP	£230,000	£229,702
57002382	164808	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	16 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	2	69.9	470.6	08/03/2019	OCCP	£325,000	£306,270
57002383	164809	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	17 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	2	66.9	762.6	08/03/2019	OCCP	£325,000	£312,159
57002384	164805	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	13 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	2	46.0	752.2	08/03/2019	OCCP	£230,000	£206,143
57002385	164810	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	18 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	2	45.9	720.3	08/03/2019	OCCP	£230,000	£206,143
57002386	164804	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	12 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	2	51.4	493.6	08/03/2019	OCCP	£240,000	£212,033
57002387	164814	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	22 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	2	70.9	553.7	08/03/2019	OCCP	£325,000	£268,066
57002388	164813	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	21 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	3	47.9	543.6	08/03/2019	OCCP	£240,000	£206,143
57002389	164815	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	23 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	3	69.9	515.1	08/03/2019	OCCP	£325,000	£318,756
57002390	164816	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	24 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	3	66.9	762.6	08/03/2019	OCCP	£325,000	£288,600
57002391	164812	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	20 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	3	50.5	752.2	08/03/2019	OCCP	£240,000	£223,812
57002392	164817	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	25 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	3	45.9	720.3	08/03/2019	OCCP	£230,000	£206,143
57002393	164811	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	19 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	3	51.4	493.6	08/03/2019	OCCP	£240,000	£229,702
57002394	164821	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	29 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	3	70.9	553.7	08/03/2019	OCCP	£325,000	£294,490
57002395	164822	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	30 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	3	69.9	543.6	08/03/2019	OCCP	£325,000	£301,087
57002396	164820	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	28 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	4	47.9	515.1	08/03/2019	OCCP	£240,000	£206,143
57002397	164819	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	27 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	4	50.5	762.6	08/03/2019	OCCP	£240,000	£229,702
57002398	164823	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	31 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	4	66.9	752.2	08/03/2019	OCCP	£325,000	£312,159
57002399	164818	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	26 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	4	51.4	720.3	08/03/2019	OCCP	£240,000	£212,033
57002400	164824	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	32 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	4	45.9	493.6	08/03/2019	OCCP	£230,000	£223,812
57002401	164828	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	36 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	4	70.2	553.7	08/03/2019	OCCP	£325,000	£312,159
57002402	164827	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	35 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	4	47.9	496.2	08/03/2019	OCCP	£240,000	£223,812
57002403	164829	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	37 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	4	69.9	515.8	08/03/2019	OCCP	£325,000	£312,159
57002404	164826	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	34 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	5	46.1	755.4	08/03/2019	OCCP	£230,000	£223,812
57002405	164830	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	38 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	5	66.9	752.2	08/03/2019	OCCP	£325,000	£312,159
57002406	164825	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	33 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	5	51.4	720.3	08/03/2019	OCCP	£240,000	£215,095
57002407	164831	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	39 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	5	45.9	493.6	08/03/2019	OCCP	£230,000	£210,855
57002408	164835	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	43 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	5	70.2	553.7	08/03/2019	OCCP	£325,000	£318,049
57002409	164834	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	42 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	5	47.9	496.2	08/03/2019	OCCP	£240,000	£217,923
57002410	164836	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	44 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	6	69.9	515.8	08/03/2019	OCCP	£325,000	£318,049
57002411	164833	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	41 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	6	46.1	755.4	08/03/2019	OCCP	£230,000	£212,033
57002412	164837	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	45 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	2	6	66.9	752.2	08/03/2019	OCCP	£325,000	£312,159
57002413	164832	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	40 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	6	51.4	720.3	08/03/2019	OCCP	£240,000	£229,702
57002414	164838	EX987928	Leasehold	Central Chelmsford Estate	City Park West Block J1	46 Copland Court		Chelmsford	CM1 1HG	Chelmsford	Flat	1	6	45.9	493.6	08/03/2019	OCCP	£230,000	£229,702
57002239	164153	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	1 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	G	69.0	742.2	10/10/2018	OCCP	£325,000	£314,314
57002240	164173	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	2 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	G	51.9	558.2	10/10/2018	OCCP	£240,000	£213,496
57002241	164174	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	3 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	G	47.7	512.9	10/10/2018	OCCP	£240,000	£229,864
57002242	164175	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	4 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	G	70.0	753.5	10/10/2018	OCCP	£325,000	£325,000
57002243	164176	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	5 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	G	74.0	796.1	10/10/2018	OCCP	£325,000	£314,314
57002244	164177	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	6 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	G	49.7	534.5	10/10/2018	OCCP	£240,000	£231,287
57002245	164178	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	7 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	G	69.2	744.8	10/10/2018	OCCP	£325,000	£299,880
57002246	164179	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	8 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	G	49.8	535.6	10/10/2018	OCCP	£240,000	£229,390
57002247	164180	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	9 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	G	49.7	534.5	10/10/2018	OCCP	£240,000	£213,971
57002248	164181	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	10 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	G	78.1	840.4	10/10/2018	OCCP	£330,000	£314,314
57002249	164192	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	21 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	1	74.5	801.4	10/10/2018	OCCP	£325,000	£325,000
57002250	164182	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	11 Attwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	1	46.					

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
57002279	164211	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	40 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	3	45.3	487.3	10/10/2018	OCCP	£230,000	£207,566
57002280	164212	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	41 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	3	45.3	487.3	10/10/2018	OCCP	£230,000	£225,357
57002281	164213	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	42 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	3	45.4	488.4	10/10/2018	OCCP	£230,000	£229,390
57002282	164214	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	43 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	4	87.7	943.8	10/10/2018	OCCP	£340,000	£314,314
57002283	164216	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	45 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	4	48.0	516.7	10/10/2018	OCCP	£240,000	£229,390
57002284	164217	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	46 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	4	50.5	543.6	10/10/2018	OCCP	£240,000	£240,000
57002285	164218	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	47 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	4	74.0	796.1	10/10/2018	OCCP	£325,000	£320,244
57002286	164219	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	48 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	1	4	45.4	488.4	10/10/2018	OCCP	£230,000	£230,000
57002287	164220	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	49 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	4	64.8	697.4	10/10/2018	OCCP	£325,000	£325,000
57002288	164221	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	50 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	4	71.2	766.8	10/10/2018	OCCP	£325,000	£302,216
57002289	164222	EX979902	Leasehold	Central Chelmsford Estate	City Park West Block E	51 Atwood Court		Chelmsford	CM1 1HR	Chelmsford	Flat	2	4	71.5	769.7	10/10/2018	OCCP	£325,000	£325,000
57002290	164233	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	1 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	G	69.3	746.2	01/03/2019	VOID	£325,000	£285,410
57002291	164734	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	2 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	G	68.4	736.7	01/03/2019	OCCP	£325,000	£289,591
57002292	164735	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	3 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	1	77.9	838.0	01/03/2019	OCCP	£330,000	£271,377
57002293	164736	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	4 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	1	45.4	488.9	01/03/2019	OCCP	£235,000	£220,941
57002294	164740	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	8 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	1	47.9	515.2	01/03/2019	OCCP	£240,000	£223,333
57002295	164739	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	7 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	1	47.9	515.2	01/03/2019	OCCP	£240,000	£208,112
57002296	164737	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	5 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	1	51.4	552.2	01/03/2019	OCCP	£245,000	£229,517
57002297	164738	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	6 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	1	68.0	731.5	01/03/2019	OCCP	£325,000	£305,557
57002298	164741	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	9 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	1	74.5	801.9	01/03/2019	OCCP	£325,000	£285,410
57002299	164742	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	10 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	2	56.1	604.0	01/03/2019	OCCP	£250,000	£217,387
57002300	164743	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	11 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	66.0	710.6	01/03/2019	OCCP	£325,000	£305,557
57002301	164747	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	15 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	67.7	507.8	01/03/2019	OCCP	£325,000	£305,557
57002302	164746	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	14 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	2	47.9	515.2	01/03/2019	OCCP	£240,000	£214,058
57002303	164744	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	12 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	2	47.2	515.2	01/03/2019	OCCP	£240,000	£208,112
57002304	164745	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	13 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	2	68.0	728.2	01/03/2019	OCCP	£325,000	£305,557
57002305	164749	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	17 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	2	69.2	745.2	01/03/2019	OCCP	£325,000	£305,557
57002306	164748	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	16 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	2	47.9	745.2	01/03/2019	OCCP	£240,000	£211,441
57002307	164750	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	18 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	3	56.1	604.0	01/03/2019	OCCP	£250,000	£217,387
57002308	164751	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	19 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	66.0	710.6	01/03/2019	OCCP	£325,000	£305,557
57002309	164755	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	23 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	67.8	507.8	01/03/2019	OCCP	£325,000	£291,356
57002310	164754	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	22 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	3	47.9	515.2	01/03/2019	OCCP	£240,000	£225,642
57002311	164752	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	20 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	3	47.2	515.2	01/03/2019	OCCP	£240,000	£225,642
57002312	164753	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	21 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	68.0	729.9	01/03/2019	OCCP	£325,000	£305,557
57002313	164757	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	25 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	3	69.2	745.2	01/03/2019	OCCP	£325,000	£291,356
57002314	164756	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	24 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	3	47.9	745.2	01/03/2019	OCCP	£240,000	£208,112
57002315	164758	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	26 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	4	56.1	604.0	01/03/2019	OCCP	£250,000	£214,058
57002316	164759	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	27 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	4	66.0	710.6	01/03/2019	OCCP	£325,000	£291,356
57002317	164763	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	31 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	4	67.8	745.2	01/03/2019	OCCP	£325,000	£291,356
57002318	164760	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	30 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	4	47.2	515.2	01/03/2019	OCCP	£240,000	£220,004
57002319	164762	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	30 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	4	47.9	515.2	01/03/2019	OCCP	£240,000	£208,112
57002320	164761	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	29 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	4	68.0	729.9	01/03/2019	OCCP	£325,000	£285,410
57002321	164765	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	33 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	5	69.2	719.7	01/03/2019	OCCP	£325,000	£291,356
57002322	164764	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	32 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	5	47.9	772.4	01/03/2019	OCCP	£240,000	£225,642
57002323	164772	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	40 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	69.2	719.7	01/03/2019	OCCP	£325,000	£305,557
57002324	164771	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	39 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	6	47.9	772.4	01/03/2019	OCCP	£240,000	£211,441
57002325	164776	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	34 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	5	71.8	731.6	01/03/2019	OCCP	£325,000	£305,557
57002326	164770	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	38 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	5	67.7	745.2	01/03/2019	OCCP	£325,000	£305,557
57002327	164767	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	37 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	5	66.9	728.2	01/03/2019	VOID	£325,000	£291,356
57002328	164769	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	37 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	5	47.6	515.2	01/03/2019	OCCP	£240,000	£225,642
57002329	164768	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	36 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	5	68.0	728.2	01/03/2019	OCCP	£325,000	£305,557
57002330	164779	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	47 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	69.2	745.2	01/03/2019	OCCP	£325,000	£305,557
57002331	164778	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	46 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	6	47.6	512.5	01/03/2019	OCCP	£240,000	£217,387
57002332	164773	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	41 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	71.8	731.6	01/03/2019	OCCP	£325,000	£305,557
57002333	164777	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	45 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	67.7	745.2	01/03/2019	OCCP	£325,000	£297,302
57002334	164776	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	44 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	1	6	47.9	512.5	01/03/2019	OCCP	£240,000	£220,004
57002335	164774	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	42 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	66.9	728.2	01/03/2019	OCCP	£325,000	£303,248
57002336	164775	EX988074	Leasehold	Central Chelmsford Estate	City Park West Block H1	43 Cockerell Court		Chelmsford	CM1 1JL	Chelmsford	Flat	2	6	68.0	728.2	01/03/2019	OCCP	£325,000	£297,302
57002337	165013	EX988075	Leasehold	Central Chelmsford Estate	City Park West Block H2	1 Chappelow Court		Chelmsford	CM1 1JN	Chelmsford	Flat	1	G	47.2	508.1	26/03/2019	OCCP	£330,000	£210,534
57002338	165014	EX988075	Leasehold	Central Chelmsford Estate	City Park West Block H2	2 Chappelow Court		Chelmsford	CM1 1JN	Chelmsford	Flat	2	G	68.8	741.0	26/03/2019	OCCP	£325,000	£297,747
57002339	165015	EX988075	Leasehold	Central Chelmsford Estate	City Park West Block H2	3 Chappelow Court		Chelmsford	CM1 1JN	Chelmsford	Flat	2	G	78.2	841.2	26/03/2019	OCCP	£330,000	£303,585
570																			

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
57002415	164913	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	1 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	4	78.9	849.3	22/03/2019	OCCP	£330,000	£287,456
57002416	164914	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	2 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	G	64.5	694.7	22/03/2019	OCCP	£250,000	£195,612
57002417	164915	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	3 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	G	62.7	674.5	22/03/2019	OCCP	£250,000	£232,076
57002418	164916	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	4 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	G	48.1	518.1	22/03/2019	OCCP	£240,000	£205,326
57002419	164917	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	5 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	G	48.1	518.1	22/03/2019	OCCP	£240,000	£212,517
57002420	164918	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	6 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	1	77.0	829.0	22/03/2019	OCCP	£330,000	£271,734
57002421	164919	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	7 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	1	71.7	771.6	22/03/2019	OCCP	£325,000	£271,734
57002422	164920	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	8 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	1	44.7	480.8	22/03/2019	OCCP	£230,000	£199,459
57002423	164921	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	9 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	1	44.6	480.1	22/03/2019	OCCP	£230,000	£199,459
57002424	164922	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	10 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	1	53.5	575.8	22/03/2019	OCCP	£240,000	£222,925
57002425	164923	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	11 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	1	64.5	694.6	22/03/2019	OCCP	£250,000	£215,885
57002426	164924	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	12 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	1	48.1	518.1	22/03/2019	OCCP	£240,000	£222,925
57002427	164925	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	13 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	2	48.1	518.1	22/03/2019	OCCP	£240,000	£222,925
57002428	164926	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	14 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	2	74.2	829.0	22/03/2019	OCCP	£330,000	£277,365
57002429	164927	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	15 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	2	74.2	798.7	22/03/2019	OCCP	£325,000	£277,365
57002430	164928	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	16 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	2	45.2	486.6	22/03/2019	OCCP	£230,000	£205,326
57002431	164929	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	17 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	2	45.4	488.3	22/03/2019	OCCP	£230,000	£225,963
57002432	164931	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	19 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	2	64.7	696.1	22/03/2019	OCCP	£325,000	£291,445
57002433	164930	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	18 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	2	55.2	594.6	22/03/2019	OCCP	£250,000	£211,192
57002434	164932	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	20 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	3	48.1	518.1	22/03/2019	OCCP	£240,000	£205,326
57002435	164933	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	21 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	3	48.1	518.1	22/03/2019	OCCP	£240,000	£222,925
57002436	164934	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	22 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	3	77.0	829.0	22/03/2019	OCCP	£330,000	£269,856
57002437	164935	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	23 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	3	71.7	771.6	22/03/2019	OCCP	£325,000	£277,365
57002438	164936	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	24 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	3	44.7	480.8	22/03/2019	OCCP	£230,000	£199,459
57002439	164937	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	25 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	3	45.2	486.5	22/03/2019	OCCP	£230,000	£205,326
57002440	164939	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	27 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	3	64.7	696.1	22/03/2019	OCCP	£325,000	£258,123
57002441	164938	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	26 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	4	55.2	594.6	22/03/2019	OCCP	£250,000	£228,791
57002442	164940	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	28 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	4	48.1	518.1	22/03/2019	OCCP	£240,000	£190,073
57002443	164941	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	29 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	4	48.1	518.1	22/03/2019	OCCP	£240,000	£205,326
57002444	164942	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	30 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	4	77.0	829.0	22/03/2019	OCCP	£330,000	£277,365
57002445	164943	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	31 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	4	74.2	798.7	22/03/2019	OCCP	£325,000	£305,055
57002446	164944	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	32 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	4	45.2	486.6	22/03/2019	OCCP	£230,000	£211,192
57002447	164945	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	33 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	4	45.4	488.3	22/03/2019	OCCP	£230,000	£225,963
57002448	164947	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	35 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	5	64.7	696.1	22/03/2019	OCCP	£325,000	£287,456
57002449	164946	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	34 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	5	55.2	594.6	22/03/2019	OCCP	£250,000	£215,885
57002450	164948	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	36 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	5	77.0	829.0	22/03/2019	OCCP	£330,000	£299,189
57002451	164949	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	37 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	5	71.7	771.6	22/03/2019	OCCP	£325,000	£293,322
57002452	164950	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	38 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	5	44.7	480.8	22/03/2019	OCCP	£230,000	£205,326
57002453	164951	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	39 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	5	45.2	486.5	22/03/2019	OCCP	£230,000	£205,326
57002454	164952	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	41 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	5	64.7	696.1	22/03/2019	OCCP	£325,000	£269,856
57002455	164952	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	40 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	6	53.5	575.8	22/03/2019	OCCP	£240,000	£228,791
57002456	164954	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	42 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	6	77.0	829.0	22/03/2019	OCCP	£330,000	£298,015
57002457	164955	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	43 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	2	6	74.2	798.7	22/03/2019	OCCP	£325,000	£282,763
57002458	164956	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	44 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	6	45.3	487.1	22/03/2019	OCCP	£230,000	£211,192
57002459	164957	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	45 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	6	45.1	485.1	22/03/2019	OCCP	£230,000	£225,963
57002460	164958	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	46 Clachar Court		Chelmsford	CM1 1PB	Chelmsford	Flat	1	6	55.4	595.9	22/03/2019	OCCP	£250,000	£234,658
57002461	164959	EX987929	Leasehold	Central Chelmsford Estate	City Park West Block J2	47 Clachar Court		London	CM1 1PB	Chelmsford	Flat	2	6	64.7	696.1	22/03/2019	OCCP	£325,000	£293,322
79501561	TGL472798		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	105 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	1	50.7	573.0	28/11/2018	OCCP	£430,000	£430,000
79501562	TGL472824		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	204 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	2	51.4	573.0	28/11/2018	OCCP	£430,000	£416,172
79501563	TGL472829		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	207 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	2	50.7	573.0	28/11/2018	OCCP	£430,000	£430,000
79501564	TGL472840		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	204 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	3	51.4	573.0	28/11/2018	OCCP	£430,000	£430,000
79501565	TGL472851		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	307 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	3	50.7	573.0	28/11/2018	OCCP	£430,000	£430,000
79501566	TGL472860		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	404 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	4	51.4	573.0	28/11/2018	OCCP	£430,000	£430,000
79501567	TGL472921		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	407 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	4	50.7	573.0	28/11/2018	OCCP	£430,000	£430,000
79501568	TGL472933		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	504 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	5	51.4	573.0	28/11/2018	OCCP	£430,000	£430,000
79501569	TGL472951		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	507 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	1	5	50.7	573.0	28/11/2018	OCCP	£430,000	£430,000
79501573	TGL472837		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	303 Templar House (show flat)	34 Leyton Road	London	E15 1GF	Newham	Flat	2	3	74.0	842.0	28/11/2018	OCCP	£560,000	£491,569
79501574	TGL472843		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	305 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	2	3	76.4	842.0	04/12/2018	OCCP	£560,000	£550,000
79501575	TGL472852		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	401 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	2	4	76.2	842.0	28/11/2018	OCCP	£560,000	£507,699
79501576	TGL472854		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	403 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	2	4	71.0	842.0	28/11/2018	OCCP	£545,000	£531,233
79501577	TGL472966		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	403 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	2	4	74.0	842.0	28/11/2018	OCCP	£560,000	£522,242
79501578	TGL472972		Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	405 Templar House	34 Leyton Road	London	E15 1GF	Newham	Flat	2	4	76.					

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
79501553		TGL472661	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	206 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	2	52.5	573.0	07/12/2018	OCCP	£430,000	£413,563
79501554		TGL472669	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	305 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	3	59.2	573.0	07/12/2018	OCCP	£440,000	£421,760
79501555		TGL472670	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	306 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	3	52.5	573.0	07/12/2018	OCCP	£430,000	£430,000
79501556		TGL472691	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	405 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	4	59.2	573.0	07/12/2018	OCCP	£440,000	£411,976
79501557		TGL472692	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	406 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	4	52.5	573.0	07/12/2018	OCCP	£430,000	£430,000
79501558		TGL472698	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	505 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	5	59.2	573.0	10/01/2019	OCCP	£440,000	£440,000
79501559		TGL472699	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	506 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	1	5	52.5	573.0	10/01/2019	OCCP	£430,000	£417,794
79501560		TGL473014	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	503 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	1	5	51.4	573.0	10/01/2019	OCCP	£430,000	£430,000
79501570		TGL472952	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	203 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	1	2	51.4	573.0	10/01/2019	OCCP	£430,000	£397,155
79501571		TGL472967	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	303 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	1	3	51.4	573.0	17/01/2019	OCCP	£430,000	£413,034
79501572		TGL472978	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	403 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	1	4	51.4	573.0	17/01/2019	OCCP	£430,000	£430,000
79501587		TGL472838	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	3 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Maisonette	2	G	84.6	842.0	31/01/2019	OCCP	£575,000	£555,296
79501588		TGL472913	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	2 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Maisonette	2	G	84.6	842.0	31/01/2019	OCCP	£575,000	£575,000
79501589		TGL472915	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	1 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Maisonette	2	G	84.6	842.0	31/01/2019	OCCP	£575,000	£555,296
79501590		TGL472917	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	5 Forrester Way	London	E15 1GH	Newham	Maisonette	2	G	83.6	842.0	31/01/2019	OCCP	£575,000	£515,632	
79501591		TGL472948	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	202 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	2	76.4	842.0	17/01/2019	OCCP	£560,000	£501,088
79501592		TGL472953	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	204 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	2	74.0	842.0	23/01/2019	OCCP	£560,000	£501,088
79501593		TGL472955	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	205 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	2	74.0	842.0	17/01/2019	OCCP	£560,000	£495,271
79501594		TGL472963	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	302 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	3	76.4	842.0	23/01/2019	OCCP	£560,000	£493,063
79501595		TGL472970	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	304 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	3	74.0	842.0	17/01/2019	OCCP	£560,000	£498,444
79501596		TGL472971	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	305 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	3	74.0	842.0	23/01/2019	OCCP	£560,000	£498,444
79501597		TGL472977	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	402 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	4	76.4	842.0	17/01/2019	OCCP	£560,000	£533,077
79501598		TGL472985	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	404 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	4	74.0	842.0	17/01/2019	OCCP	£560,000	£493,949
79501599		TGL472988	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	405 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	4	74.0	842.0	17/01/2019	OCCP	£560,000	£500,559
79501600		TGL473012	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	502 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	5	76.4	842.0	17/01/2019	OCCP	£560,000	£505,583
79501601		TGL473017	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	504 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	5	74.0	842.0	17/01/2019	OCCP	£560,000	£510,079
79501602		TGL473018	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	505 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	5	74.0	842.0	17/01/2019	OCCP	£560,000	£503,732
79501603		TGL473024	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	601 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	6	76.3	842.0	23/01/2019	OCCP	£560,000	£530,175
79501604		TGL473025	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	602 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	6	76.6	842.0	23/01/2019	OCCP	£560,000	£542,074
79501605		TGL473027	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	603 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	6	74.6	842.0	17/01/2019	OCCP	£560,000	£529,950
79501606		TGL473030	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	604 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	6	77.8	842.0	23/01/2019	OCCP	£570,000	£554,502
79501607		TGL472928	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	103 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	2	2	77.8	842.0	23/01/2019	OCCP	£570,000	£483,900
79501608		TGL472635	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	1 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Maisonette	3	G	109.0	1,055.9	16/01/2019	OCCP	£710,000	£685,922
79501609		TGL472973	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	306 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	3	95.0	1,055.9	23/01/2019	OCCP	£650,000	£636,210
79501610		TGL472974	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	401 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	4	93.2	1,055.9	17/01/2019	OCCP	£645,000	£643,085
79501611		TGL472648	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	201 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	2	96.7	1,055.9	07/12/2018	OCCP	£655,000	£631,715
79501612		TGL472686	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	204 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	2	95.0	1,055.9	07/12/2018	OCCP	£650,000	£635,417
79501613		TGL472662	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	301 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	3	96.8	1,055.9	07/12/2018	OCCP	£655,000	£624,840
79501614		TGL472665	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	302 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	3	98.8	1,055.9	07/12/2018	OCCP	£660,000	£640,441
79501615		TGL472668	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	304 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	3	95.6	1,055.9	07/12/2018	OCCP	£655,000	£638,590
79501616		TGL472671	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	401 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	4	96.8	1,055.9	07/12/2018	OCCP	£655,000	£627,087
79501617		TGL472673	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	402 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	4	98.8	1,055.9	07/12/2018	OCCP	£660,000	£643,085
79501618		TGL472690	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	404 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	4	95.6	1,055.9	07/12/2018	OCCP	£650,000	£640,441
79501619		TGL472694	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	501 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	5	96.8	1,055.9	17/01/2019	OCCP	£655,000	£638,854
79501620		TGL472695	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	502 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	5	99.1	1,055.9	17/01/2019	OCCP	£660,000	£646,787
79501621		TGL472697	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	504 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	5	95.6	1,055.9	10/01/2019	OCCP	£650,000	£642,821
79501622		TGL472924	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	102 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Maisonette	3	G	100.0	1,055.9	31/01/2019	VOID	£675,000	£667,677
79501628		TGL472650	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	202 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	1	98.8	1,055.9	07/12/2018	OCCP	£660,000	£635,681
79501629		TGL472934	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	104 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	1	95.6	1,055.9	07/12/2018	OCCP	£655,000	£635,417
79501630		TGL472945	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	201 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	2	93.2	1,055.9	17/01/2019	OCCP	£645,000	£635,681
79501631		TGL472959	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	209 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	2	95.6	1,055.9	23/01/2019	OCCP	£650,000	£650,000
79501632		TGL472961	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	301 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	3	93.2	1,055.9	17/01/2019	OCCP	£645,000	£640,441
79501633		TGL472991	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	406 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	4	95.0	1,055.9	17/01/2019	OCCP	£650,000	£629,335
79501634		TGL472646	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	104 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	1	95.1	1,055.9	07/12/2018	OCCP	£650,000	£629,071
79501635		TGL473023	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	506 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	5	94.5	1,055.9	31/01/2019	OCCP	£650,000	£642,821
79501636		TGL473009	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	503 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	5	93.2	1,055.9	17/01/2019	OCCP	£645,000	£645,000
79501637		TGL472651	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	203 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	2	2	65.4	710.0	07/12/2018	OCCP	£530,000	£479,405
79501638		TGL472666	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	303 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	2	3	65.4	710.0	07/12/2018	OCCP	£530,000	£503,732
79501639		TGL472689	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	403 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	2	4	65.4	710.0	07/12/2018	OCCP	£530,000	£511,136
79501640		TGL472696	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	503 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	2	5	65.4	710.0	07/12/2018	OCCP	£530,000	£475,439
79501641		TGL472838	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	101 Ravensbourne House	6 Forrester Way	London	E15 1GH	Newham	Flat	3	1	88.1	1,083.0	10/01/2019	OCCP	£635,000	£620,344
79501642		TGL472639	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	102 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	1	108.1	1,083.0	07/12/2018	OCCP	£710,000	£682,485
79501644		TGL472638	Leasehold	Chobham Farm Mixed Tenure Estate	Chobham Farm	101 Foundry House	3 Forrester Way	London	E15 1GH	Newham	Flat	3	1	106.6	1,083.0	07/12/2018	OCCP	£700,000	£633,037
79501645		T																	

UPRN	Legacy/GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
77172106		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 24, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	71.0	764.2	22/06/2012	OCCP	£430,000	£346,506
77172107		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 25, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Bedsit	0	1	36.0	387.5	22/06/2012	OCCP	£270,000	£256,671
77172108		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 26, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	64.0	688.9	22/06/2012	OCCP	£415,000	£328,236
77172109		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 27, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	1	1	46.5	500.5	22/06/2012	OCCP	£320,000	£317,098
77172110		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 28, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	60.5	651.3	22/06/2012	OCCP	£400,000	£360,507
77172111		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 29, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	71.0	764.2	22/06/2012	OCCP	£430,000	£340,100
77172112		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 30, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Bedsit	0	1	36.0	387.5	22/06/2012	OCCP	£270,000	£267,551
77172113		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 31, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	1	1	45.0	484.4	22/06/2012	OCCP	£320,000	£311,098
77172114		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 32, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	1	1	46.5	500.5	22/06/2012	OCCP	£320,000	£315,706
77172115		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 33, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	60.5	651.2	22/06/2012	OCCP	£400,000	£323,406
77172116		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 34, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	71.0	764.2	22/06/2012	OCCP	£430,000	£378,707
77172117		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 35, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Bedsit	0	1	36.0	387.5	22/06/2012	OCCP	£270,000	£267,551
77172118		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 36A, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	2	1	64.5	694.3	22/06/2012	OCCP	£415,000	£328,236
77172119		TGL367250	Leasehold	Rathbone Market Mixed Tenure Estate	Rathbone Market	Flat 37A, Rathbone Market	1 Barking Road	London	E16 1GS	Newham	Flat	1	1	58.1	624.3	22/06/2012	OCCP	£400,000	£351,873
13912335		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	7 Frobisher Yard		London	E16 2GY	Newham	Maisonette	3	G	142.6	1,534.9	20/01/2017	OCCP	£700,000	£550,343
13912336		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	5 Frobisher Yard		London	E16 2GY	Newham	Maisonette	3	G	143.1	1,540.3	20/01/2017	OCCP	£700,000	£550,343
13912337		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	3 Frobisher Yard		London	E16 2GY	Newham	Maisonette	3	G	142.6	1,534.9	20/01/2017	OCCP	£700,000	£550,343
13912338		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	1 Frobisher Yard		London	E16 2GY	Newham	Maisonette	3	G	143.1	1,540.3	20/01/2017	OCCP	£700,000	£550,343
13912339		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 76 Samuel Building		London	E16 2GY	Newham	Flat	2	2	77.2	831.0	09/01/2017	OCCP	£450,000	£367,336
13912340		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 77 Samuel Building		London	E16 2GY	Newham	Flat	2	2	82.3	885.9	09/01/2017	OCCP	£465,000	£442,192
13912341		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 78 Samuel Building		London	E16 2GY	Newham	Flat	1	2	50.7	545.7	09/01/2017	OCCP	£330,000	£302,512
13912342		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 79 Samuel Building		London	E16 2GY	Newham	Flat	2	3	77.2	831.0	09/01/2017	OCCP	£450,000	£367,078
13912343		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 80 Samuel Building		London	E16 2GY	Newham	Flat	2	3	82.3	885.9	09/01/2017	OCCP	£465,000	£442,192
13912344		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 81 Samuel Building		London	E16 2GY	Newham	Flat	1	3	50.7	545.7	09/01/2017	OCCP	£330,000	£330,000
13912345		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 82 Samuel Building		London	E16 2GY	Newham	Flat	2	3	63.9	687.8	09/01/2017	OCCP	£405,000	£378,140
13912346		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 83 Samuel Building		London	E16 2GY	Newham	Flat	3	3	98.2	1,057.0	09/01/2017	OCCP	£575,000	£487,123
13912347		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 84 Samuel Building		London	E16 2GY	Newham	Flat	1	3	51.2	551.1	09/01/2017	OCCP	£335,000	£315,374
13912348		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 85 Samuel Building		London	E16 2GY	Newham	Flat	2	4	77.2	831.0	09/01/2017	OCCP	£450,000	£398,719
13912349		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 86 Samuel Building		London	E16 2GY	Newham	Flat	2	4	82.3	885.9	09/01/2017	OCCP	£465,000	£399,748
13912350		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 87 Samuel Building		London	E16 2GY	Newham	Flat	1	4	50.7	545.7	09/01/2017	OCCP	£330,000	£313,316
13912351		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 88 Samuel Building		London	E16 2GY	Newham	Flat	2	4	63.9	687.8	09/01/2017	OCCP	£405,000	£405,000
13912352		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 89 Samuel Building		London	E16 2GY	Newham	Flat	3	4	98.2	1,057.0	09/01/2017	OCCP	£575,000	£487,046
13912353		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 90 Samuel Building		London	E16 2GY	Newham	Flat	1	4	51.2	551.1	09/01/2017	OCCP	£335,000	£315,116
13912354		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 91 Samuel Building		London	E16 2GY	Newham	Flat	2	5	77.2	831.0	09/01/2017	OCCP	£450,000	£379,426
13912355		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 92 Samuel Building		London	E16 2GY	Newham	Flat	2	5	82.3	885.9	09/01/2017	OCCP	£465,000	£403,863
13912356		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 93 Samuel Building		London	E16 2GY	Newham	Flat	1	5	50.7	545.7	09/01/2017	OCCP	£330,000	£289,393
13912357		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 94 Samuel Building		London	E16 2GY	Newham	Flat	2	5	63.9	687.8	09/01/2017	OCCP	£405,000	£371,451
13912358		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 95 Samuel Building		London	E16 2GY	Newham	Flat	3	5	98.2	1,057.0	09/01/2017	OCCP	£575,000	£487,123
13912359		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 96 Samuel Building		London	E16 2GY	Newham	Flat	1	5	51.2	551.1	09/01/2017	OCCP	£335,000	£328,235
13912360		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 97 Samuel Building		London	E16 2GY	Newham	Flat	2	6	77.2	831.0	09/01/2017	OCCP	£450,000	£405,150
13912361		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 98 Samuel Building		London	E16 2GY	Newham	Flat	2	6	82.3	885.9	09/01/2017	OCCP	£465,000	£435,761
13912362		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 99 Samuel Building		London	E16 2GY	Newham	Flat	1	6	50.7	545.7	09/01/2017	OCCP	£330,000	£308,428
13912363		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 100 Samuel Building		London	E16 2GY	Newham	Flat	2	6	63.9	687.8	09/01/2017	OCCP	£405,000	£370,937
13912364		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 101 Samuel Building		London	E16 2GY	Newham	Flat	3	6	98.2	1,057.0	09/01/2017	OCCP	£575,000	£487,123
13912365		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 102 Samuel Building		London	E16 2GY	Newham	Flat	1	6	51.2	551.1	09/01/2017	OCCP	£335,000	£316,917
13912371		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 72 Samuel Building		London	E16 2GY	Newham	Flat	2	1	77.5	834.2	09/01/2017	OCCP	£445,000	£371,037
13912372		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 73 Samuel Building		London	E16 2GY	Newham	Flat	2	1	77.5	834.2	09/01/2017	OCCP	£445,000	£405,664
13912373		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 74 Samuel Building		London	E16 2GY	Newham	Flat	2	1	77.5	834.2	09/01/2017	OCCP	£445,000	£389,373
13912366		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	40 Shackleton Way		London	E16 2JT	Newham	Maisonette	3	G	143.1	1,540.3	27/01/2017	OCCP	£700,000	£550,343
13912367		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	42 Shackleton Way		London	E16 2JT	Newham	Maisonette	3	G	138.0	1,485.4	27/01/2017	OCCP	£700,000	£550,343
13912368		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	44 Shackleton Way		London	E16 2JT	Newham	Maisonette	3	G	143.1	1,540.3	27/01/2017	OCCP	£700,000	£550,343
13912369		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	46 Shackleton Way		London	E16 2JT	Newham	Maisonette	3	G	138.0	1,485.4	27/01/2017	OCCP	£700,000	£550,343
13912370		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 38 Samuel Building		London	E16 2JT	Newham	Flat	1	1	64.4	693.2	09/01/2017	OCCP	£370,000	£326,692
13912374		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 75 Samuel Building		London	E16 2JT	Newham	Flat	3	1	103.5	1,114.1	09/01/2017	OCCP	£575,000	£487,123
13912375		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 39 Samuel Building		London	E16 2JT	Newham	Flat	2	2	87.8	945.1	09/01/2017	OCCP	£480,000	£404,892
13912376		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 40 Samuel Building		London	E16 2JT	Newham	Flat	2	2	77.0	828.8	09/01/2017	OCCP	£450,000	£379,426
13912377		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 41 Samuel Building		London	E16 2JT	Newham	Flat	1	2	50.9	547.9	09/01/2017	OCCP	£330,000	£314,602
13912378		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 42 Samuel Building		London	E16 2JT	Newham	Flat	1	2	50.9	547.9	09/01/2017	OCCP	£330,000	£330,000
13912379		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 43 Samuel Building		London	E16 2JT	Newham	Flat	2	2	78.0	839.6	06/03/2017	OCCP	£450,000	£397,432
13912380		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 44 Samuel Building		London	E16 2JT	Newham	Flat	1	3	50.7	545.7	09/01/2017	OCCP	£330,000	£321,804
13912381		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 45 Samuel Building		London	E16 2JT	Newham	Flat	3	3	98.5	1,060.2	09/01/2017	VOID	£575,000	£484,893
13912382		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 46 Samuel Building		London	E16 2JT	Newham	Flat	1	3	50.3	541.4	09/01/2017	OCCP	£330,000	£330,000
13912383		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 47 Samuel Building		London	E16 2JT	Newham	Flat	4	3	68.6	738.4	09/01/2017	OCCP	£420,000	£355,760
13912384		TGL472236	Leasehold	Royal Albert Wharf Ph 1 Mixed Tenure Est	Royal Albert Wharf	Flat 48 Samuel Building		London	E16 2JT	Newham	Flat	1	3	50.9	547.9	09/01/2017	OCCP	£330,000	£330,000</

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valu Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV
79501298		TGL493726	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 71 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	1	84.7	911.7	10/11/2017	OCCP	£590,000	£490,285
79501299		TGL493727	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 72 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	2	96.9	1,043.0	10/11/2017	OCCP	£650,000	£515,634
79501300		TGL493728	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 73 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	2	83.0	893.4	10/11/2017	OCCP	£575,000	£465,830
79501301		TGL493729	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 74 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	2	83.0	893.4	10/11/2017	OCCP	£575,000	£495,056
79501302		TGL493730	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 75 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	2	84.7	911.7	10/11/2017	OCCP	£590,000	£522,195
79501303		TGL493732	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 76 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	3	96.9	1,043.0	10/11/2017	OCCP	£650,000	£506,985
79501304		TGL493733	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 77 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	3	83.0	893.4	10/11/2017	OCCP	£575,000	£469,707
79501305		TGL493734	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 78 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	3	83.0	893.4	10/11/2017	OCCP	£575,000	£521,897
79501306		TGL493736	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 79 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	3	84.7	911.7	10/11/2017	OCCP	£590,000	£491,478
79501307		TGL493739	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 80 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	4	96.9	1,043.0	10/11/2017	OCCP	£650,000	£491,478
79501308		TGL493744	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 81 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	4	83.0	893.4	10/11/2017	OCCP	£575,000	£489,688
79501309		TGL493746	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 82 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	4	83.0	893.4	10/11/2017	OCCP	£575,000	£497,144
79501310		TGL493747	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 83 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	4	84.7	911.7	10/11/2017	OCCP	£590,000	£495,951
79501311		TGL493748	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 84 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	5	84.7	911.7	10/11/2017	OCCP	£590,000	£521,897
79501312		TGL493749	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 85 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	5	83.0	893.4	10/11/2017	OCCP	£575,000	£476,864
79501313		TGL493750	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 86 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	5	83.0	893.4	10/11/2017	OCCP	£575,000	£456,883
79501314		TGL493751	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 87 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	2	5	84.7	911.7	10/11/2017	OCCP	£590,000	£472,093
79501315		TGL493752	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 88 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	3	6	124.8	1,343.3	10/11/2017	OCCP	£750,000	£657,888
79501316		TGL493754	Leasehold	Royal Wharf Mixed Tenure Estate	Admiralty Block D	Flat 89 Masthead House	9 Royal Crest Avenue	London	E16 2PG	Newham	Flat	3	6	113.3	1,219.6	10/11/2017	OCCP	£700,000	£596,453
79501147		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	5 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	1	66.1	711.4	05/12/2016	OCCP	£400,000	£354,892
79501148		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	4 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	1	56.6	608.8	05/12/2016	OCCP	£320,000	£292,357
79501149		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	3 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	1	56.6	609.2	05/12/2016	OCCP	£320,000	£296,872
79501150		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	1 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	1	73.0	785.2	05/12/2016	OCCP	£400,000	£361,213
79501151		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	2 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	1	71.6	770.7	05/12/2016	OCCP	£400,000	£349,925
79501152		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	9 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	2	66.1	711.4	05/12/2016	OCCP	£400,000	£349,700
79501153		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	8 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	2	56.7	610.5	05/12/2016	OCCP	£320,000	£295,518
79501154		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	7 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	2	56.6	609.5	05/12/2016	OCCP	£320,000	£293,486
79501155		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	6 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	2	78.6	845.5	05/12/2016	OCCP	£400,000	£327,350
79501156		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	11 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	2	73.0	785.2	05/12/2016	OCCP	£400,000	£378,145
79501157		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	10 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	2	71.6	770.7	05/12/2016	OCCP	£400,000	£354,215
79501158		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	15 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	66.1	711.8	05/12/2016	OCCP	£400,000	£349,925
79501159		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	14 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	66.1	699.5	05/12/2016	OCCP	£400,000	£343,153
79501160		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	13 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	78.6	845.5	05/12/2016	OCCP	£400,000	£314,620
79501161		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	20 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	73.0	785.2	05/12/2016	OCCP	£400,000	£372,953
79501162		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	19 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	73.0	623.4	05/12/2016	OCCP	£400,000	£361,213
79501163		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	18 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	3	57.8	621.6	05/12/2016	OCCP	£320,000	£284,455
79501164		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	17 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	63.7	685.6	05/12/2016	OCCP	£400,000	£314,620
79501165		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	16 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	3	78.7	847.6	05/12/2016	OCCP	£400,000	£347,668
79501166		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	22 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	4	67.2	723.1	05/12/2016	OCCP	£400,000	£388,789
79501167		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	21 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	4	78.6	845.5	05/12/2016	OCCP	£400,000	£338,637
79501168		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	26 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	4	73.0	785.2	05/12/2016	OCCP	£400,000	£338,637
79501169		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	25 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	4	57.9	623.4	05/12/2016	OCCP	£320,000	£315,696
79501170		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	24 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	1	4	57.6	620.0	05/12/2016	OCCP	£320,000	£299,807
79501171		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	23 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	4	76.8	826.7	05/12/2016	OCCP	£400,000	£314,620
79501172		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	27 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	5	70.6	759.5	05/12/2016	OCCP	£400,000	£377,016
79501173		AGL409287	Leasehold	Bowes Road Mixed Tenure Estate	Amber & Coral Court	12 Amber Court	252 Bowes Road	London	N11 2BQ	Enfield	Flat	2	5	72.8	783.7	05/12/2016	OCCP	£400,000	£349,474
79501174		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 27 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	2	55.8	600.5	20/02/2017	OCCP	£320,000	£298,904
79501175		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 26 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	2	55.8	600.5	20/02/2017	OCCP	£320,000	£282,198
79501176		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 25 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	2	55.8	600.6	20/02/2017	OCCP	£320,000	£291,228
79501177		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 24 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	2	2	74.5	801.4	20/02/2017	OCCP	£400,000	£314,620
79501178		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 30 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	2	2	74.5	801.5	20/02/2017	OCCP	£400,000	£338,637
79501179		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 29 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	2	55.8	600.5	20/02/2017	OCCP	£320,000	£293,486
79501180		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 28 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	2	55.8	600.5	20/02/2017	OCCP	£320,000	£295,743
79501181		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 34 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	3	55.8	600.5	20/02/2017	OCCP	£320,000	£298,904
79501182		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 33 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	3	55.8	600.5	20/02/2017	OCCP	£320,000	£293,486
79501183		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 32 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	3	55.8	600.6	20/02/2017	VOID	£320,000	£270,910
79501184		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 31 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	2	3	74.5	801.4	20/02/2017	OCCP	£400,000	£357,601
79501185		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 37 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	2	3	74.5	801.5	20/02/2017	OCCP	£400,000	£358,504
79501186		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 36 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	3	55.8	600.5	20/02/2017	OCCP	£320,000	£291,228
79501187		AGL424277	Leasehold	Telford Road Mixed Tenure Estate	Amber & Coral Court	Flat 35 Coral Court	9 Telford Road	London	N11 2RA	Enfield	Flat	1	3	55.8	600.5	20/02/2017	OCCP	£320,000	£288,293
79501188		NGL805622	Leasehold	Bakersfield Mixed Tenure Estate	Bakersfield	Flat 1, Bakersfield	Crayford Road	London	N7 0LT	Islington	Flat	2		no info	0.0	01/01/1977	VOID	£400,000	£283,119
79501189		NGL805622	Leasehold	Bakersfield Mixed Tenure Estate	Bakersfield	Flat 2, Bakersfield	Crayford Road	London	N7 0LT	Islington	Flat	2		no info	0.0	01/01/1977	OCCP	£400,000	£291,010
79501190		NGL805622	Leasehold	Bakersfield Mixed Tenure Estate	Bakersfield	Flat 3, Bakersfield	Crayford Road	London	N7 0LT	Islington	Flat								

UPRN	Legacy GHA UPRN	Title No	Tenure	Estate Name	Valo Category	Address 1	Address 2	Address 3	Postcode	Local Authority	Unit Type	Bedrooms	Floor	Area (sqm)	Area (sq ft)	Const/Handover Date	Status	2020 VP	2020 MV	
77204511		TGL41451	Freehold	St James NHT Market Rent	St James Place	44 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£483,538	
77204512		TGL41451	Freehold	St James NHT Market Rent	St James Place	46 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£453,317	
77204513		TGL41451	Freehold	St James NHT Market Rent	St James Place	48 Abercorn Way		London	SE1 5HL	Southwark	House	3		no info	0.0	01/04/2011	OCCP	£540,000	£412,651	
77204514		TGL41451	Freehold	St James NHT Market Rent	St James Place	50 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£443,163	
77204515		TGL41451	Freehold	St James NHT Market Rent	St James Place	52 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£412,651	
77204516		TGL41451	Freehold	St James NHT Market Rent	St James Place	54 Abercorn Way		London	SE1 5HL	Southwark	House	3		78.8	0.0	01/04/2011	OCCP	£540,000	£455,977	
77204517		TGL41451	Freehold	St James NHT Market Rent	St James Place	56 Abercorn Way		London	SE1 5HL	Southwark	House	3		no info	0.0	01/04/2011	OCCP	£540,000	£412,651	
77204518		TGL41451	Freehold	St James NHT Market Rent	St James Place	58 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£480,637	
77204519		TGL41451	Freehold	St James NHT Market Rent	St James Place	60 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£412,651	
77204520		TGL41451	Freehold	St James NHT Market Rent	St James Place	62 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£412,651	
77204521		TGL41451	Freehold	St James NHT Market Rent	St James Place	64 Abercorn Way		London	SE1 5HL	Southwark	House	3		79.0	850.3	01/04/2011	OCCP	£540,000	£455,493	
77204522		TGL41451	Freehold	St James NHT Market Rent	St James Place	66 Abercorn Way		London	SE1 5HL	Southwark	House	3		78.8	0.0	01/04/2011	OCCP	£540,000	£465,647	
77204523		TGL41451	Freehold	St James NHT Market Rent	St James Place	428 Abercorn Way		London	SE1 5HL	Southwark	House	2		93.0	1,001.0	01/04/2011	OCCP	£450,000	£344,521	
77204524		TGL41451	Freehold	St James NHT Market Rent	St James Place	42C Abercorn Way		London	SE1 5HL	Southwark	House	1		93.0	1,001.0	01/04/2011	OCCP	£450,000	£343,876	
77204525		TGL41451	Freehold	St James NHT Market Rent	St James Place	58A Abercorn Way		London	SE1 5HL	Southwark	House	2		78.8	0.0	01/04/2011	OCCP	£450,000	£343,876	
77204526		TGL41451	Freehold	St James NHT Market Rent	St James Place	58B Abercorn Way		London	SE1 5HL	Southwark	House	2		93.0	1,001.0	01/04/2011	OCCP	£450,000	£350,565	
77204527		TGL41451	Freehold	St James NHT Market Rent	St James Place	58C Abercorn Way		London	SE1 5HL	Southwark	House	2		93.0	1,001.0	01/04/2011	OCCP	£450,000	£343,876	
79501448		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	19 Maritime Street		London	SE16 7FU	Southwark	House	4	X	178.0	1,862.2	26/10/2018	OCCP	£1,450,000	£1,165,771	
79501480		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	23 Maritime Street		London	SE16 7FU	Southwark	House	4	G	170.0	1,862.2	29/10/2018	OCCP	£1,400,000	£1,125,572	
79501490		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	25 Maritime Street		London	SE16 7FU	Southwark	House	4	G	149.9	1,862.2	29/10/2018	OCCP	£1,300,000	£1,045,174	
79501531		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	15 Maritime Street		London	SE16 7FU	Southwark	House	4	G	199.3	1,862.2	26/10/2018	OCCP	£1,500,000	£1,205,970	
79501534		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	17 Maritime Street		London	SE16 7FU	Southwark	House	4	G	170.8	1,862.2	26/10/2018	OCCP	£1,400,000	£1,125,572	
79501550		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	21 Maritime Street		London	SE16 7FU	Southwark	House	4	G	149.9	1,862.2	26/10/2018	OCCP	£1,300,000	£1,045,174	
79501321		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 17, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	0		5	39.5	430.6	05/10/2018	OCCP	£420,000	£420,000
79501322		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 27, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	0		7	39.5	430.6	05/10/2018	OCCP	£420,000	£420,000
79501325		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 22, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	0		6	39.5	430.6	05/10/2018	OCCP	£420,000	£420,000
79501329		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 12, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	0		4	39.5	430.6	05/10/2018	OCCP	£420,000	£420,000
79501340		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 4, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	1		3	55.2	599.7	05/10/2018	OCCP	£525,000	£474,717
79501349		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 7, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	0		3	39.5	430.6	05/10/2018	OCCP	£420,000	£420,000
79501369		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 11, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	1		4	55.4	599.7	05/10/2018	OCCP	£525,000	£511,690
79501373		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 16, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	1		5	55.4	599.7	05/10/2018	OCCP	£525,000	£486,591
79501374		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 26, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	1		7	55.4	599.7	05/10/2018	OCCP	£525,000	£499,275
79501384		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 21, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	1		6	55.4	599.7	05/10/2018	OCCP	£525,000	£490,369
79501416		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 9, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		4	77.3	785.8	05/10/2018	OCCP	£725,000	£588,605
79501420		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 19, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		6	77.3	785.8	05/10/2018	OCCP	£725,000	£617,212
79501421		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 25, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		7	79.3	785.8	05/10/2018	OCCP	£740,000	£630,436
79501444		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 1, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		1	83.9	785.8	05/10/2018	OCCP	£775,000	£623,084
79501450		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 15, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		5	79.3	785.8	05/10/2018	OCCP	£740,000	£618,562
79501451		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 20, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		6	79.3	785.8	05/10/2018	OCCP	£740,000	£625,039
79501461		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 24, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		7	77.3	785.8	05/10/2018	OCCP	£725,000	£627,738
79501474		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 3, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	3		3	99.2	1,065.6	05/10/2018	OCCP	£880,000	£728,942
79501475		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 13, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	3		5	95.2	1,065.6	05/10/2018	OCCP	£870,000	£743,246
79501477		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 8, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	3		4	95.2	1,065.6	05/10/2018	OCCP	£870,000	£736,769
79501486		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 14, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		5	77.3	785.8	05/10/2018	OCCP	£725,000	£612,085
79501492		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 18, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	3		6	95.2	1,065.6	05/10/2018	OCCP	£870,000	£757,010
79501505		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 2, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		2	83.9	785.8	05/10/2018	OCCP	£775,000	£623,084
79501509		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 23, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	3		7	95.2	1,065.6	05/10/2018	OCCP	£870,000	£725,704
79501522		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 3, 7 Maritime Street		London	SE16 7FW	Southwark	Flat	1		3	55.6	599.7	05/10/2018	OCCP	£525,000	£474,717
79501541		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 5, 7 Maritime Street		London	SE16 7FW	Southwark	Flat	2		3	84.7	785.8	05/10/2018	OCCP	£740,000	£653,124
79501542		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 10, 5 Maritime Street		London	SE16 7FW	Southwark	Flat	2		4	79.3	785.8	05/10/2018	OCCP	£740,000	£653,434
79501317		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 5, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	0		3	39.5	430.6	30/10/2018	OCCP	£420,000	£420,000
79501326		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 44, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		X	50.8	430.6	30/10/2018	OCCP	£515,000	£515,000
79501353		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 9, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	0		4	39.5	430.6	30/10/2018	OCCP	£420,000	£420,000
79501354		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 14, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	0		5	39.5	430.6	30/10/2018	OCCP	£420,000	£420,000
79501361		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 2, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		2	50.0	539.7	30/10/2018	OCCP	£515,000	£479,035
79501362		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 60, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		X	50.8	539.7	30/10/2018	OCCP	£515,000	£515,000
79501365		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 3, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		3	55.2	599.7	30/10/2018	OCCP	£525,000	£499,813
79501366		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 7, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		4	50.7	539.7	30/10/2018	OCCP	£515,000	£496,577
79501367		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 48, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		X	50.8	539.7	30/10/2018	OCCP	£515,000	£515,000
79501368		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 56, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		X	50.8	539.7	30/10/2018	OCCP	£515,000	£515,000
79501370		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 6, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		4	54.3	539.7	30/10/2018	OCCP	£525,000	£509,261
79501371		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 52, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	1		X	50.8	539.7	30/10/2018	OCCP	£515,000	£515,000
79501377		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 19, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	0		6	39.5	430.6	30/10/2018	VOID	£420,000	£420,000
79501378		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PLMR	Flat 24, 7 Maritime Street		London	SE16 7FX	Southwark	Flat	0		7	39.5	430.6	30/10/2018	OCCP	£420,000	£420,000
79501389		TGL507044	Leasehold	Porters Edge Mixed Tenure Estate	PL															



JLL

30 Warwick Street
London W1B 5NH
+44 (0)20 7493 4933
+44 (0)20 7087 5555

James Massey
Director – Valuation Advisory

+44 (0) 20 7087 5942
james.massey@eu.jll.com

Marc Burns
Director – Valuation Advisory

+44 (0) 20 7087 5978
marc.burns@eu.jll.com

Richard Petty
Head of UK Living Advisory

+44 (0) 20 7087 5971
richard.petty@eu.jll.com

About JLL

JLL (NYSE: JLL) is a leading professional services firm that specializes in real estate and investment management. Our vision is to reimagine the world of real estate, creating rewarding opportunities and amazing spaces where people can achieve their ambitions. In doing so, we will build a better tomorrow for our clients, our people and our communities. JLL is a Fortune 500 company with annual revenue of \$16.3 billion, operations in over 80 countries and a global workforce of over 90,000 as of December 31, 2018. JLL is the brand name, and a registered trademark, of Jones Lang LaSalle Incorporated. For further information, visit jll.com.

<https://www.jll.co.uk/>

Jones Lang LaSalle

©2020 Jones Lang LaSalle IP, Inc. All rights reserved.

REGISTERED OFFICE OF THE ISSUER

Folio Residential Finance No. 1 plc

1 Bartholomew Lane
London EC2N 2AX
United Kingdom

NOTE TRUSTEE AND ISSUER SECURITY TRUSTEE

HSBC Corporate Trustee Company (UK) Limited

8 Canada Square
London E14 5HQ
United Kingdom

**LOAN FACILITY AGENT, OBLIGOR SECURITY TRUSTEE,
SERVICER AND SPECIAL SERVICER**

CBRE Loan Services Limited

Henrietta House
Henrietta Place
London W1G 0NB
United Kingdom

ISSUER ACCOUNT BANK, PRINCIPAL PAYING AGENT AND ISSUER CASH MANAGER

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

PROPERTY MANAGER

Folio London Limited

Bruce Kenrick House
2 Killick Street
London N1 9FL
United Kingdom

ARRANGER AND BOOKRUNNER

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

LEGAL ADVISERS

To the Issuer and the Obligors as to English law

Devonshires Solicitors LLP

30 Finsbury Circus
London EC2M 7DT
United Kingdom

To the Arranger and the Bookrunner as to English law

Simmons & Simmons LLP

CityPoint
One Ropemaker Street
London EC2Y 9SS
United Kingdom

To the Issuer Security Trustee and the Note Trustee as to English law

Allen & Overy LLP

One Bishops Square
London E1 6AD
United Kingdom

To the Loan Facility Agent, Obligor Security Trustee, Servicer and Special Servicer as to English law

Bryan Cave Leighton Paisner LLP

Governor's House
5 Laurence Pountney Hill
London EC4R 0BR
United Kingdom

FINANCIAL ADVISER TO THE ISSUER AND THE OBLIGORS

Capital Finance Strategies Limited

Fourth Floor
24-26 Baltic Street West
London EC1Y 0RP
United Kingdom