

MR01

Particulars of a charge

234280/12
Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the V
Please go to www

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is for**
You may not use this form to
register a charge with an
instrument. Use form MR02



RCS 10/09/2014 #7 base
COMPANIES HOUSE / uk
A08 08/09/2014 #52
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 9 1 2 3 8 1 1

Company name in full Heylo Housing Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 d 5 m 0 m 9 y 2 y 0 y 1 y 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Prudential Trustee Company Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

A portfolio of assorted residential properties For more details please refer to the instrument ✓

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No ✓

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7** ✓

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Beth Collett

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 4348



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

INFORMAL CORRECTION NOTICE OF CONSENT

Company Number 9123811

Company Name Heylo Housing Limited

Contact Name/ Organisation Beth Collett, Allen & Overy LLP

Address One Bishops Square, London E1 6AD

The following details will need to be added, amended or deleted to the Form MR01

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled
to the charge ☐

Short particulars of all the property
mortgaged or charged ☒

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01)

(Please give the instructions in the box below)

A portfolio of residential properties, including.

1 Pall Mall House, 18-24 Church Street, Manchester, M4 1PN with registration number MAN65817,

2 Pall Mall House, 18-24 Church Street, Manchester M4 1PN with registration number MAN65817; and

3 Pall Mall House, 18-24 Church Street, Manchester M4 1PN with registration number MAN65817

For more information, please refer to the Schedule (Mortgaged Properties) set out in the Security Agreement



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9123811

Charge code. 0912 3811 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2014 and created by HEYLO HOUSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2014

[Handwritten signature]

Given at Companies House, Cardiff on 10th September 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY AGREEMENT

^{5th}
Dated ~~2nd~~ September, 2014

HEYLO HOUSING LIMITED

and

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Security Trustee

^{5th}
subject to a Security Trust Deed dated ~~2nd~~ September, 2014

Except for material redactions
to s 859G of the Companies Act
I certify that this is a copy of
the original document

Allen & Overy LLP

Name ELIZABETH COLLETT
Qualified as SOLICITOR
Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom
Date 5TH SEPTEMBER 2014

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THIS DEED is dated ^{5th}~~2nd~~ September, 2014

BETWEEN

- (1) **HEYLO HOUSING LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 9123811, whose registered office is at 5th Floor, One New Change, London EC4M 9AF (**Heylo**), and
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, whose registered office is at Laurence Pountney Hill, London, EC4R 0HH as trustee of the security constituted under this Deed for itself and the Beneficiaries (as defined below) in accordance with the Security Trust Deed (the **Security Trustee**, which expression shall include any person or company for the time being appointed as trustee or as an additional trustee of the security hereby created and any subsequent successors, transferees and assigns thereof)

BACKGROUND

- (A) The Parties enter into this Deed in connection with the issue by HHT plc of the 2049/2079 Bonds
- (B) Heylo has entered into a security trust deed with the Security Trustee dated ^{5th}~~2nd~~ September, 2014 (the **Security Trust Deed**) pursuant to which Heylo and the Security Trustee have agreed to regulate their rights in relation to the Security Documents (as defined in the Security Trust Deed)
- (C) It is intended by the parties to this Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed

2049/2079 Bond Beneficiaries means, collectively, the holders of the 2049/2079 Bonds and the other Secured Parties (as defined in the conditions of the 2049/2079 Bonds)

2049/2079 Bonds has the meaning given to the terms "Bonds" in the Original Bond Trust Deed

Additional Bond Beneficiaries means, in relation to any series of Additional Bonds, collectively, the holders of such Additional Bonds and the other secured parties in respect thereof (howsoever defined in the Bond Documents relating to such Additional Bonds)

Additional Bonds means any secured bonds or other secured securities issued by a Heylo Obligor from time to time (other than the 2049/2079 Bonds)

Additional Security Agreement means each security agreement between Heylo and the Security Trustee entered into after the date of the Security Trust Deed under which, *inter alia*, Heylo creates a fixed charge over certain Properties belonging to it and a fixed charge and/or assignment by way of security over certain Related Security Assets, in each case, in favour of the Security Trustee as security for the obligations of the Heylo Obligors under certain Finance Documents substantially in the form set out in the Security Trust Deed, duly completed

Approved Tenancy Agreement means a tenancy agreement, shared ownership lease or licence substantially in line with the guidelines of the Regulator or in such other form as may be approved by the Security Trustee

Beneficiary means

- (a) the 2049/2079 Bond Beneficiaries,
- (b) each Additional Bond Beneficiary,
- (c) each Non-Bond Beneficiary, and
- (d) any other person which accedes to this Deed as a Beneficiary in accordance with Clause 13.2 (*New Parties*) of the Security Trust Deed

Bond Documents means the Original Bond Documents and any documents relating to any Additional Bonds issued by a Heylo Obligor

Bond Trustee means, in relation to the 2049/2079 Bonds or any Additional Bonds, the entity appointed as bond trustee in accordance with the terms of the relevant Bond Documents

Fee Letter has the meaning given to that term in the relevant Finance Document

Finance Document means

- (a) each Bond Document,
- (b) each Non-Bond Finance Agreement,
- (c) each Fee Letter,
- (d) each Security Document, and
- (e) any other document designated as a Finance Document in accordance with the terms of another Finance Document

Finance Party means an entity which becomes a party to a Non-Bond Finance Agreement, in its capacity as

- (a) a lender, and/or
- (b) a provider of hedging arrangements,

and accedes to the Security Trust Deed as a Beneficiary in accordance with Clause 13.2 (*New Parties*) of the Security Trust Deed

Fixtures means, in relation to any freehold or leasehold property charged by or pursuant to this Deed, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by Heylo

Heylo Obligor means Heylo, the Initial Heylo Obligor and any other entity which accedes to the Security Trust Deed as a Heylo Obligor in accordance with Clause 13.2 (*New Parties*) of the Security Trust Deed

Initial Heylo Obligor means HHT plc

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority and on behalf of Heylo in connection with the Mortgaged Property

Letting Document means any lease, tenancy or licence to occupy or any agreement for any of the same from time to time granted or entered into by Heylo or any predecessor in title of Heylo in respect of the Mortgaged Property referred to in Clause 2 (*First Fixed Charge*) and any licence, consent or approval given thereunder

Mortgaged Property means the property hereby legally mortgaged and any other freehold or leasehold property charged by way of fixed charge under this Deed

Non-Bond Beneficiary means, in relation to each Non-Bond Finance Agreement, each Finance Party under such Non-Bond Finance Agreement, the Representative acting on behalf of the Finance Party(ies) under such Non-Bond Finance Agreement and the Security Trustee (either individually or, where the context requires, collectively and, in the case of each Finance Party, in the capacity of

- (a) a lender, and/or
- (b) an arranger, and/or
- (c) a provider of hedging arrangements,

in each case, for the benefit of a Heylo Obligor pursuant to or in connection with a Non-Bond Finance Agreement)

Non-Bond Finance Agreement means

- (a) any loan agreement, and/or
- (b) any hedging arrangement,

in each case, entered into after the date of this Deed between, *inter alios*, a Finance Party or Finance Parties and a Heylo Obligor and designated by the parties thereto as a Non-Bond Finance Agreement for the purposes of this Deed

Original Bond Documents means the Original Bond Trust Deed and any other documents relating to the 2049/2079 Bonds

Original Bond Trust Deed means the bond trust deed dated ^{5th}~~2nd~~ September, 2014 between the Initial Heylo Obligor, Heylo and Prudential Trustee Company Limited constituting the 2049/2079 Bonds

Planning Acts means the **Consolidating Acts** as defined in the Planning (Consequential Provisions) Act 1990 and shall include any orders, rules and regulations made under or by virtue of such Acts or any of them

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

Property means all estates or interests of Heylo in any freehold or leasehold property wheresoever situate now or in future belonging to it and all buildings, fixtures, fittings (other than tenants fixtures and fittings) and fixed plant and machinery from time to time thereon (and **Properties** shall be construed accordingly)

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case appointed under this Deed

Related Security Assets means, in relation to any Unit or Mortgaged Property, all rights, title and interest of Heylo in, to and under fixed plant and machinery, insurances, licences consents and authorisations, Letting Documents and security thereunder, warranties and all other agreements, rights and assets, in each case, related to such Unit or Mortgaged Property and the subject of the security created under any Security Document

Representative means

- (a) in relation to liabilities arising in relation to any Bond Documents, the relevant Bond Trustee,
- (b) in relation to liabilities arising under a Non-Bond Finance Agreement (i) if there is only one Finance Party, the Finance Party or (ii) if there is more than one Finance Party, the entity designated as Representative in the relevant Accession Deed

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent) owed by a Heylo Obligor to any Beneficiary under the Finance Documents

Security Agreement means

- (a) this Agreement, and
- (b) each Additional Security Agreement

Security Assets means all assets, rights, property and undertakings of Heylo mortgaged, charged, assigned or the subject of any security created pursuant to this Deed

Security Document means

- (a) each Security Agreement,
- (b) the Security Trust Deed, and
- (c) any other document creating, evidencing or granting any security in support of the obligations of a Heylo Obligor under the Finance Documents

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest, or any other agreement having the effect of conferring security

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

Shared Equity Property means any property acquired by Heylo then being occupied on shared equity terms or in respect of which Heylo grants a lease on shared equity terms meaning that a share in the value of the property is secured by way of a charge to Heylo allowing Heylo to receive rent from the tenant and share in the proceeds of any disposal of the property

Shared Ownership Property means any property acquired by Heylo then being occupied on shared ownership terms or in respect of which Heylo grants a lease on shared ownership terms so that Heylo holds, or is intending to hold upon disposal on shared ownership terms, less than 100 per cent of the

beneficial (or heritable) interest in that property and the purchaser of the balance of that beneficial (or heritable) interest has the right to acquire a further portion of Heylo's retained beneficial (or heritable) interest

Taxes means any present or future taxes, duties, assessments or governmental charges of whatever nature

Unit means, at any time, a Mortgaged Property or part thereof in relation to which there is or, when let, there would be, a separate rental contract entered into with Heylo and **Units** means all such Mortgaged Properties or parts thereof

1.2 Construction

- (a) The provisions of Clause 1.2 (*Construction*) of the Security Trust Deed apply to this Deed as though they were set out in full in this Deed except that references to **this Deed** shall be construed as references to this Deed
- (b) Unless otherwise defined or the contrary intention appears, a term used in any other Finance Document or in any notice given under, or in connection with, any Finance Document has the same meaning in this Deed as in that Finance Document or notice
- (c) The terms of the documents under which the Secured Liabilities arise and of any side letters between the parties hereto in relation thereto are incorporated herein to the extent required for any purported disposition of the Mortgaged Property contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 (but for no other purpose and to no greater extent)
- (d) If the Security Trustee, having taken legal advice where in its sole discretion it considers appropriate, considers that an amount paid to the Security Trustee, the Representatives or the Beneficiaries for application in or towards repayment of the Secured Liabilities is capable of being, and is likely to be, avoided or otherwise set aside on the liquidation or administration of Heylo or otherwise, then such amount shall not be considered to have been irrevocably paid for the purposes hereof
- (e) The rights, obligations, liabilities, responsibilities, protections, powers, exoneration of, and exercise of any discretion and standard of care to be expected from, the Security Trustee are in each case subject to the Security Trust Deed and, in the event of conflict between this Deed and the Security Trust Deed, the Security Trust Deed will prevail in all respects

1.3 Certificates

A certificate of the Security Trustee setting forth the amount of any Secured Liability due from Heylo or another Heylo Obligor shall be *prima facie* evidence of such amount against Heylo in the absence of manifest error

2 FIRST FIXED CHARGE

Heylo, as security for the payment and discharge of all Secured Liabilities of Heylo and as collateral security for the payment and discharge of all Secured Liabilities of each other Heylo Obligor, charges in favour of the Security Trustee for the benefit of itself and the Beneficiaries

- (a) by way of a first legal mortgage all the property referred to in the Schedule to this Deed together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into

by any predecessor in title of Heylo and any moneys paid or payable in respect of such covenants,

(b) by way of first fixed charge

- (i) all fixed plant and machinery now or in the future owned by Heylo and its interest in any fixed plant or machinery in its possession, in each case which form part of the Mortgaged Property,
- (ii) except to the extent that Heylo is obliged to apply or give the benefit of the proceeds of claim under the Insurances to a third party pursuant to the terms of any Letting Document, title provision or management agreement, all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof,
- (iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business so far as it relates to the Security Assets or the use of any of the Security Assets specified in paragraph (a) and subparagraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and
- (iv) if and in so far as the legal mortgages set forth in paragraph (a) above or the assignments set forth in Clause 3 (*Assignment*) shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses

3. ASSIGNMENT

Heylo, as security for payment and discharge of all Secured Liabilities of Heylo and as collateral security for the payment and discharge of all Secured Liabilities of each other Heylo Obligor, assigns to the Security Trustee (for the benefit of itself and the Beneficiaries), with a right to reassignment on discharge in full of all such Secured Liabilities, all of its rights, title and interest in and to

- (a) the personal agreements and covenants by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by Heylo from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to Heylo or which may become due and owing to Heylo or which may become due and owing to Heylo at any time in the future in connection therewith),
- (b) all agreements, now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limitation the generality of the foregoing, all moneys due and owing to Heylo or which may become due and owing to Heylo at any time in the future in connection therewith),
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable Heylo to perfect its rights under each such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to Heylo in respect of the Mortgaged Properties and all claims, remedies, awards or judgments paid or payable to Heylo (including, without limitation, all liquidated and ascertained damages payable to Heylo under the above) in each case relating to the Mortgaged Properties,

- (d) all licences held now or in the future in connection with each Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to Heylo in relation to each Mortgaged Property,
- (e) all rights and claims to which Heylo is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on each Mortgaged Property,
- (f) all rights and claims to which Heylo is now or may hereafter become entitled to in relation to all guarantees, warranties, bonds and representations given or made or which may be given or made by and any rights or remedies against all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of each Mortgaged Property, and
- (g) all rental income and disposal proceeds unless already assigned pursuant to (i), (ii) or (iii) above in each case relating to the Mortgaged Properties specified therein and the right to make demand for and receive the same,

PROVIDED ALWAYS that, until an Event of Default has occurred and is outstanding (but subject to the terms of the Finance Documents), Heylo shall be entitled to exercise all its rights and claims under or in connection with the agreements and covenants referred to in paragraphs (a) to (g) above,

AND PROVIDED FURTHER THAT the Security Trustee shall not give any notice of the assignment contained in this Clause 3 to any person (other than the landlord of property in respect of which Heylo is a tenant) unless and until a Default has occurred and is outstanding

4 NOTICES OF ASSIGNMENT

Heylo shall promptly after a request by the Security Trustee (which will only be given if a Default has occurred and is outstanding), serve notice on any person referred to in Clause 3 upon whom Heylo can be required to serve notice pursuant thereto, in such form as the Security Trustee may reasonably require

5 CONTINUING SECURITY, ETC.

5.1 Continuing security

The security constituted by this Deed shall be continuing and will extend to the ultimate balance of all Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

5.2 Reinstatement

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

5.3 Immediate recourse

Heylo waives any right it may have of first requiring the Security Trustee, the Representatives or the Beneficiaries to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted hereby

5.4 Additional security

This Deed is in addition to and is not in any way prejudiced by any other security now or hereafter held by the Security Trustee, any of the Representatives or any of the Beneficiaries

5.5 Covenants for Title

Each mortgage, charge and assignment created under this Deed is made by Heylo with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

5.6 Waiver of Defences

The obligations of Heylo under this Deed in respect of any other Heylo Obligor will not be affected by any act, omission, matter or thing which would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any other Heylo Obligor)

- (a) any time or waiver granted to, or composition with, any Heylo Obligor or other person,
- (b) the release of any Heylo Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of any Heylo Obligor,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against or security over assets of, any Heylo Obligor or other person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Heylo Obligor or any other person,
- (f) any amendment of this Deed, the Security Trust Deed or any other document or security,
- (g) any unenforceability, illegality, or non-provability of any obligation of any person under this Deed, the Security Trust Deed or any other document or security, or
- (h) insolvency or similar proceedings

5.7 Non-competition

Until the Secured Liabilities of each other Heylo Obligor have been paid and discharged in full, Heylo shall not after the Security under this Deed has been enforced

- (a) be subrogated to any rights, security or moneys held, received or receivable by any Beneficiary (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of Heylo's liability under this Deed,

- (b) claim, rank, prove or vote as a creditor of the relevant Heylo Obligor or its estate in competition with the Security Trustee or any Beneficiary (or any trustee or agent on its behalf), or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Heylo Obligor, or exercise any right of set-off as against any other Heylo Obligor

Heylo shall hold in trust for and forthwith pay or transfer to the Security Trustee for the Beneficiaries any payment or distribution or benefit of security received by it contrary to this Clause 5.7

6. REPRESENTATIONS AND WARRANTIES

6.1 To whom made

Heylo makes the representations and warranties set out in this Clause 6 to the Security Trustee for the benefit of itself, the Representatives and the Beneficiaries. The representations and warranties set out in this Clause 6 shall remain in force so long as the Secured Liabilities are outstanding.

6.2 Matters represented

(a) The Mortgaged Property

Save as disclosed in any Certificate of Title relating to the Mortgaged Property provided on or prior to the date of this Deed and subject to the terms of the Finance Documents

- (i) Heylo is the legal and beneficial owner of the property referred to in the Schedule to this Deed, subject to any rights accruing to tenants in relation to the Right-to-Buy, Shared Ownership Properties and Shared Equity Properties,
- (ii) planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in all material respects in respect of any development and the existing use of the Mortgaged Property and the Planning Acts and all relevant building regulations or previously relevant building bylaws have been complied with in all material respects in respect of all developments, alterations and improvements to the Mortgaged Property save where such building regulations or bylaws did not apply to Heylo or its predecessors at the relevant time and they have also been complied with in respect of the use of the Mortgaged Property,
- (iii) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Mortgaged Property which materially and adversely affect or are reasonably likely materially and adversely to affect the value of the Mortgaged Property taken as a whole or of any part of it or the security constituted by this Deed,
- (iv) save for the Letting Documents, so far as Heylo is aware after due enquiry, nothing has arisen or been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over the Mortgaged Property which materially and adversely affects or is reasonably likely materially and adversely to affect the value of the Mortgaged Property taken as a whole or of any part of it or the security constituted by this Deed,
- (v) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use

which materially and adversely affects or is reasonably likely materially and adversely to affect the value of the Mortgaged Property taken as a whole or of any part of it or the security constituted by this Deed,

- (vi) Heylo has received no valid notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof, and
- (vii) the Mortgaged Property will from the date hereof be free from any Security Interest or any tenancies or licences other than those permitted or created under the Finance Documents

(b) Security

Subject to registration at Companies House and at the Land Registry or in the Land Charges Register, this Deed creates those Security Interests it purports to create ranking as set out above and there is no reason why any of them is liable to be avoided or otherwise set aside on the liquidation or administration of Heylo or otherwise

6.3 Times for making representations and warranties

The representations and warranties set out in this Clause 6

- (a) will survive the execution of each Finance Document, each issue of Bonds and each drawdown or posting of collateral under each Non-Bond Finance Agreement, and
- (b) are made on the date hereof and are deemed to be repeated on (i) the date of subscription, and the date of issue, of any Bonds, (ii) the date of each request for a drawdown or posting of collateral under each Non-Bond Finance Agreement and (iii) the first day of each funding, interest or calculation period under any other Finance Document with reference to the facts and circumstances then existing

7. UNDERTAKINGS

7.1 Duration and with whom made

The undertakings in this Clause 7

- (a) shall remain in force throughout the Security Period, and
- (b) are given by Heylo to the Security Trustee for the benefit of itself, the Representatives and the Beneficiaries

7.2 Maintenance of Property

Heylo will

- (a) **Repair** insofar as it is within Heylo's control pursuant to the terms of the Letting Documents, keep the Premises in good and tenable repair and condition and keep the Fixtures and all plant, machinery, implements and other effects for the time being owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) or procure the same,
- (b) **Insurance** insofar as it is within Heylo's control pursuant to the terms of the Letting Documents, insure and keep insured or procure the insurance of the Premises and all its other assets of an insurable nature therein against loss or damage by fire and other risks

normally insured against by persons carrying on the same class of business as that carried on by it and in such amounts as is usual for prudent persons carrying on the same class of business as that carried on by it with such insurance company or underwriters as may be acceptable to the Security Trustee and effect and maintain, to the satisfaction of the Security Trustee, insurance against such other risks as the Security Trustee shall require. All moneys which may at any time hereafter be received or receivable under any insurance in respect of the Premises or such other assets whether or not effected pursuant to the foregoing provisions shall (unless otherwise required by any Letting Document or title provision) be applied in replacing, restoring or reinstating the Premises or assets destroyed or damaged or in such manner as the Security Trustee may agree on, after an Event of Default which is outstanding if the Security Trustee so directs and the terms of the relevant insurances so permit, in or towards satisfaction of the Secured Liabilities,

- (c) **Taxes and outgoings** pay or procure to be paid as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Mortgaged Property or any part thereof but not in respect of the occupier thereof (save to the extent that payment of the same is being contested in good faith),
- (d) **User** use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts,
- (e) **Notices** within 30 days after the receipt by Heylo of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Mortgaged Property (or any part thereof) where the cost of compliance with that application, order or notice when aggregated with others outstanding at that time in respect of the Mortgaged Properties (as defined in the Security Trust Deed) is in excess of £100,000 (indexed) give written notice thereof to the Security Trustee and also produce the same or a copy thereof to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein,
- (f) **Statutes** duly and punctually perform and observe or procure to be performed and observed all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given thereunder,
- (g) **Leases**
 - (i) in all respects comply with the requirements of each of the Finance Documents in respect of the grant of leases, tenancies or licences and in addition not (except as authorised by each of the Finance Documents) without the previous consent in writing of the Security Trustee, grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property other than in the form of an Approved Tenancy Agreement or on terms which confer no fewer material rights on Heylo as the lessor or licensor and impose no material obligations on Heylo additional to those set out in an Approved Tenancy Agreement or as provided in the Finance Documents and provided, on request by the Security Trustee, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and, if so requested by the Security Trustee, provided it sends a copy thereof to the Security Trustee forthwith upon request,

- (ii) not without the prior written consent of the Security Trustee (except as authorised by each of the Finance Documents) accept or agree to accept the surrender or alteration of any of the Letting Documents which materially and adversely affects or is reasonably likely to affect materially and adversely the value of, or render less marketable or non-mortgageable, the Mortgaged Property taken as a whole or of any material part of it and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects, and
 - (iii) enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially and adversely affects or is reasonably likely to affect materially and adversely the value of the Mortgaged Property taken as a whole or of any material part of it,
- (h) **Land Registry**
- (i) in respect of any freehold or leasehold property which is hereafter acquired by Heylo and which is part of the Mortgaged Property the title to which is registered at the Land Registry or the title to which is required to be so registered, give such Registry written notice of this Deed and procure that notice of these presents is duly noted in the Register to each such title, and
 - (ii) if Heylo's solicitors have not complied with their obligations to lodge applications at the Land Registry (with full and proper payment in respect of fees and all necessary documents) for registration of this Deed as a first legal charge of the Mortgaged Property, by the date which is 5 working days prior to the expiry of the priority period allowed by the searches referred to in paragraph 1 of the Letter of Undertaking, Heylo shall notify the Security Trustee forthwith and shall, at the request of the Security Trustee, irrevocably instruct its solicitors to deliver forthwith to Allen & Overy LLP all fees (subject to Heylo's solicitors having received such fees from Heylo) and necessary documents to enable Allen & Overy LLP to make such applications within the remainder of the priority period at Heylo's expense,
- (i) **Deposit of title deeds** deposit with the Security Trustee all deeds and documents of title relating to the Mortgaged Property (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period),
 - (j) **Compliance with covenants** duly and punctually perform and observe or procure to be performed and observed in all material respects all covenants and stipulations restrictive or otherwise affecting all or any material part of the Mortgaged Property,
 - (k) **Investigation of title** after the occurrence of an Event of Default which is outstanding, grant the Security Trustee or its lawyers on request all such facilities within the power of Heylo to enable such lawyers to carry out investigations of title to the Mortgaged Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee. All expenses incurred by the Security Trustee in relation to such investigations and enquiries shall be paid by Heylo, and
 - (l) **Report on title** after the occurrence of an Event of Default which is outstanding, as soon as practicable after demand by the Security Trustee, provide the Security Trustee with a report as to the title of Heylo to the Mortgaged Property and other property which is or may be subject to this security and related matters concerning the items which may properly sought

to be covered by a prudent mortgagee in a lawyer's report of this nature provided that no such report may be required where there has already been an investigation of title under paragraph (k) above

7.3 Negative Pledge and Disposals

- (a) Heylo shall not create or permit to subsist any Security Interest on any of the Security Assets except for those Security Interests which are permitted or created under each of the Finance Documents
- (b) Heylo also covenants that it shall not, except as permitted under each of the Finance Documents, sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets without the prior written consent of the Security Trustee (other than the grant of lettings with tenancy agreements in the form of an Approved Tenancy Agreement or on terms which confer no fewer material rights on Heylo as the lessor or licensor and impose no material obligations on Heylo additional to those set out in an Approved Tenancy Agreement)
- (c) For the avoidance of doubt, nothing in this Clause 7.3 shall restrict (i) a tenant of, and holder of an interest in, a Shared Ownership Property or a Shared Equity Property creating a mortgage or charge or any other security interest in respect of, and to the extent of, its interest in such Shared Ownership Property or Shared Equity Property, as applicable, or (ii) the grant of lettings in respect of social rented Properties on open market terms in circumstances the relevant local authority has failed to nominate a tenant in respect thereof within any applicable time period

8. POWER TO REMEDY

In case of default by Heylo in repairing or keeping in repair or insuring the Mortgaged Property or any material part thereof or in observing or performing any of the covenants or stipulations affecting the same, Heylo will permit the Security Trustee or its agents and contractors to enter on the Mortgaged Property and to comply with or object to any notice served on Heylo in respect of the Mortgaged Property and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may consider necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. Heylo will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses incurred in connection with the exercise of the powers contained in this Clause 8

9. WHEN SECURITY BECOMES ENFORCEABLE

At any time after the occurrence of an Enforcement Event which is outstanding, the security created by or pursuant to this Deed will be immediately enforceable and the Security Trustee may, without notice to Heylo or any prior authorisation from any court, in its absolute discretion

- (a) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Security Assets, and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers

After the security constituted hereby has become enforceable, subject to the terms of the Finance Documents, the Security Trustee may in its absolute discretion enforce all or any part of such security in such manner as it sees fit in accordance with the provisions of the Security Trust Deed

10. ENFORCEMENT OF SECURITY

10.1 General

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

11. RECEIVER

11.1 Appointment of Receiver

Except as provided below, at any time after this security becomes enforceable or if Heylo so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under hand any one or more persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers.

11.2 Powers of Receiver

Every Receiver appointed in accordance with Clause 11.1 (*Appointment of Receiver*) shall have and be entitled to exercise all of the powers set out below in addition to those conferred by the Law of Property Act 1925 on any receiver appointed thereunder. A Receiver (whether an administrative receiver or otherwise) shall have all the powers of an administrative receiver under the Insolvency Act 1986. The powers referred to above are:

- (a) **Take possession** to take immediate possession of, get in and collect the Security Assets or any part thereof,
- (b) **Carry on business** to carry on the business of Heylo relating to the Security Assets as he may think fit,
- (c) **Protection of assets** to make and effect all repairs and insurances and do all other acts which Heylo might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on the Mortgaged Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit,
- (d) **Employees** to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes hereof upon such terms as to remuneration or otherwise as he may think proper and to discharge any such persons appointed by Heylo,
- (e) **Borrow money** for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the

security of the Security Assets or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed,

- (f) **Sell assets** to sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as he shall think proper. Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures, other than landlords' or tenants' fixtures, may be severed and sold separately from the property containing them without the consent of Heylo,
- (g) **Leases** to let all or any part of the Security Assets for such term and at such rent (with or without a premium), risk free period or other inducement as he may think proper and to vary the terms of such leases to accept a surrender of any lease or tenancy thereof on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender),
- (h) **Compromise** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of Heylo or relating in any way to the Security Assets or any part thereof,
- (i) **Legal Actions** to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part thereof as may seem to him to be expedient,
- (j) **Receipts** to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets, and
- (k) **General powers** to do all such other acts and things as he may consider desirable or necessary for realising the Security Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of Heylo for all or any of such purposes

11.3 Security Trustee may exercise

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

12. APPLICATION OF PROCEEDS

After the security hereby constituted shall have become enforceable any moneys received by the Security Trustee or by any Receiver appointed by it pursuant to this Deed and/or under the powers hereby conferred shall, be applied by the Security Trustee in the order set out in Clause 3 (*Application of Proceeds*) of the Security Trust Deed (but without prejudice to the right of the Security Trustee, the Representatives or the Beneficiaries to recover any shortfall from Heylo)

13. NO LIABILITY AS MORTGAGEE IN POSSESSION

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

14. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person or company dealing with the Security Trustee or the Receiver or its or his agents shall be concerned to enquire whether the Secured Liabilities have become payable or whether any power which the Receiver is purporting to exercise has become exercisable or whether any money remains due under the Finance Documents or to see to the application of any money paid to the Security Trustee or to such Receiver.

15. EXPENSES

The amount of all such fees, liabilities, claims, demands, costs, charges, expenses (including Taxes) incurred by and payments made by the Security Trustee or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of Heylo shall be payable by Heylo promptly following demand.

16. INDEMNITY

The Security Trustee, the Representatives and the Beneficiaries and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee hereunder or under the Security Trust Deed or under a Security Document (as defined in the Security Trust Deed) (each an **Indemnified Party**) shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses properly incurred by them in the execution, or purported execution in good faith, of any of the powers, authorities or discretions vested in them pursuant hereto or pursuant to the Security Trust Deed or any such Security Document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets (save, in the case of any Indemnified Party, to the extent arising solely from such Indemnified Party's gross negligence, wilful misconduct or fraud) and the Security Trustee, the Representatives, the Beneficiaries and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

17. DELEGATION BY SECURITY TRUSTEE

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee under this Deed in relation to the Security

Assets or any part thereof Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit The Security Trustee shall not be in any way liable or responsible to Heylo for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

18. FURTHER ASSURANCES

18.1 General

Heylo shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the security intended to be created hereby over the Security Assets or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid To that intent, Heylo shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may think expedient

18.2 Legal Charge

Without prejudice to the generality of Clause 18.1 (*General*), Heylo will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Trustee (as agent and trustee as aforesaid) in such form as the Security Trustee may require

19. REDEMPTION OF PRIOR MORTGAGES

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

20. POWER OF ATTORNEY

20.1 Appointment

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

20.2 Ratification

Heylo hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 20.1 (*Appointment*) shall do, or purport to do, in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such

21. NEW ACCOUNTS

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

22. STAMP DUTIES

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

23. ASSIGNMENTS, ETC.

23.1 The Security Trustee

The Security Trustee may assign and transfer all of its respective rights and obligations hereunder to a replacement Security Trustee in accordance with the Security Trust Deed. Upon such assignment and transfer taking effect, the replacement Security Trustee shall be and be deemed to be acting as trustee for the Beneficiaries (as well as for itself) for the purposes of this Deed in place of the old Security Trustee.

23.2 Assignments and Transfers

Heylo shall be bound by and hereby irrevocably authorises each Representative to execute on its behalf novation certificates or equivalent documentation evidencing substitution of Beneficiaries under any Finance Documents (without any need for the prior consent of the Beneficiaries) in accordance with the provisions of the Non-Bond Finance Agreements or any other Finance Document.

24. WAIVERS, REMEDIES CUMULATIVE

The rights of the Security Trustee, the Representatives and the Beneficiaries under this Deed

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

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

25. SET-OFF

25.1 General

Following an Event of Default which is outstanding, the Security Trustee, each Representative and each Beneficiary may (to the extent that the same is beneficially owned by it) set off any matured obligation owed by Heylo under the Finance Documents against any obligation (whether or not matured) owed by the Security Trustee, the Representative or the Beneficiary (as the case may be) to Heylo, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee, the Representative or the Beneficiary (as the case may be) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

25.2 Time deposits

Without prejudice to Clause 25.1 (*General*), if any time deposit matures on any account Heylo has with the Security Trustee, a Representative or a Beneficiary at a time within the Security Period when

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

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

26. SEVERABILITY

If a provision of this Deed is or becomes illegal, invalid or unenforceable (including any guarantee given in respect of any of the Secured Liabilities), that shall not affect the validity or enforceability of any other provision of this Deed.

27. COUNTERPARTS

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

28. ADDRESSES FOR NOTICES

The address and facsimile number of Heylo and the Security Trustee for all notices under, or in connection with, this Deed are

- (a) **in the case of Heylo**

Heylo Housing Limited
5th Floor
One New Change
London EC4M 9AF

copied to

6th Floor
The Chambers

1. 2000 1000 1000 1000
2. 1000 1000 1000 1000
3. 1000 1000 1000 1000

1. 2000 1000 1000 1000
2. 1000 1000 1000 1000
3. 1000 1000 1000 1000

Chelsea Harbour
London SW10 0XF

Email [REDACTED]
Fax [REDACTED]
Attn [REDACTED]

(b) **in the case of the Security Trustee**

Prudential Trustee Company Limited
Laurence Pountney Hill
London EC4R 0HH

Fax [REDACTED]
Attn [REDACTED]

[Redacted under section 859C
of the Companies Act 2006]

or, in each case, such other details as one may notify the other in writing

29. LAND REGISTRY

In respect of the Mortgaged Property specified in the Schedule to this Deed the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted

- (a) Heylo hereby applies to the Chief Land Registrar for a restriction in the following terms to be entered on the Proprietorship Register at the Register of Title relating thereto

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated ~~2nd~~^{5th} September, 2014 in favour of Prudential Trustee Company Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its company secretary or conveyancer or other authorised signatory", and

- (b) it is hereby certified that the security created hereby does not contravene any of the provisions of the Companies Act 2006 or the Articles of Association of Heylo

30. COVENANT TO MAKE FACILITIES AVAILABLE

- (a) The Finance Parties under the Non-Bond Finance Agreements to which they are party by the Security Trustee's execution of this Deed, hereby covenant with Heylo, that they will, upon and subject to each of the terms of the Non-Bond Finance Agreements to which they are party, make the facilities available to Heylo (including, without limitation, advances and further advances to the extent that they are provided for in the Non-Bond Finance Agreements to which they are party)
- (b) For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed
- (c) For the purposes of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Security Trustee hereby applies to the Chief Land Registrar for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property

1944-1945
1946-1947
1948-1949

1950-1951
1952-1953

31. RELEASE

During the Security Period, the Security Trustee shall when required and permitted to do so under and in accordance with the Security Trust Deed, at the expense of Heylo, release the relevant assets (or part thereof) constituting the Security Assets from the security constituted by this Deed to the extent that Heylo is permitted to dispose of or have released to it any Security Assets by the terms of each of the Finance Documents and consequently all Representatives and Beneficiaries (other than the Bond Beneficiaries) are required by the terms of each of the Finance Documents to release, or procure the release of, such security

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of Heylo, take whatever action is necessary to release and reassign to Heylo the Security Assets from the security constituted by this Deed

32. GOVERNING LAW

This Deed and any non-contractual obligations or matters arising from it or connected with it shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written

Schedule

Mortgaged Property

The whole of the land registered at the Land Registry under the title numbers listed below which titles include the individual properties detailed below

1 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
2 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
3 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
4 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
5 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
6 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
7 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
8 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
9 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
10 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
11 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
12 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
13 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
14 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
15 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
16 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
17 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
18 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
19 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
20 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
21 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
22 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
23 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
24 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
25 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
26 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
27 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
28 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
29 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
30 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
31 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
32 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
33 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
34 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
35 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
36 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
37 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
38 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
39 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
40 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
41 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
42 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
43 Pall Mall House 18-24 Church Street Manchester M4 1PN	MAN65817	Leasehold
36 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
37 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire,	BD250445	Freehold

LU6 3FD		
38 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
39 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
40 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
41 Watling Gardens, 36-41 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
48 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
49 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
50 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
51 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
52 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
53 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
54 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
55 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
56 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
57 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
58 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
59 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250445	Freehold
60 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250428	Leasehold
64 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250429	Leasehold
65 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250430	Leasehold
66 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250432	Leasehold
67 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250433	Leasehold
68 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250434	Leasehold
69 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250435	Leasehold
70 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250436	Leasehold
71 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250438	Leasehold
72 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250439	Leasehold
73 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250440	Leasehold
74 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250441	Leasehold



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LU6 3FD		
75 Watling Gardens, 48-75 Watling Gardens Dunstable Central, Bedfordshire, LU6 3FD	BD250442	Leasehold
1 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
2 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
3 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
4 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
5 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
6 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
7 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
8 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
9 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
10 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
11 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
12 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
14 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
15 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
16 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
17 Bennett 1-17 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
1 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
2 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
3 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
4 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
7 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
8 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
9 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
10 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
14 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
15 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
16 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold

WF1 5HS		
17 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
6 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
5 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
6 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
12 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
11 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
11 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
12 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
19 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
18 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
19 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
18 Read 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
1 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
3 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
4 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
7 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
8 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
9 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
10 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
14 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
15 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
16 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
17 Delius 1-19 Woodlands Village, Manygates Lane Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
2 Delius, Woodlands Village, Manygates Lane, Wakefield West Yorkshire WF1 5HS	WYK849629	Leasehold
1 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DI361038	Leasehold
2 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DT361038	Leasehold
3 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DI361038	Leasehold
4 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DI361038	Leasehold
5 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DT361038	Leasehold
6 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DT361038	Leasehold
7 Commercial Road, 124 Commercial Road Bournemouth Dorset BH2 5AT	DT361038	Leasehold

1 St Michaels Lane, 1-3 St Michaels Lane Bournemouth Dorset BH2 5AD	DT361038	Leasehold
2 St Michaels Lane, 1-3 St Michaels Lane Bournemouth Dorset BH2 5AD	DT361038	Leasehold
3 St Michaels Lane, 1-3 St Michaels Lane Bournemouth Dorset BH2 5AD	DT361038	Leasehold
1 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
2 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
3 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
4 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
5 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
6 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
7 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
8 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
9 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
10 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
11 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
12 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
13 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
14 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
15 Tregonwell Close, 1-15 Tregonwell Close Bournemouth Dorset BH2 5AE	DT361038	Leasehold
73 Bell Davies Road, Stubbington PO14 2AY	HP742508	Freehold
75 Bell Davies Road, Stubbington PO14 2AY	HP740125	Freehold
57 Maple Close Pulloxhill MK45 5FF	BD269003	Freehold
63 Maple Close Pulloxhill MK45 5EF	BD268718	Freehold
65 Maple Close Pulloxhill MK45 5EF	BD268306	Freehold
48 Maple Close Pulloxhill MK45 5EI	BD269205	Freehold
46 Maple Close Pulloxhill MK45 5EI	BD270280	Freehold
53 Maple Close Pulloxhill MK45 5EF	BD271939	Freehold
55 Maple Close Pulloxhill MK45 5EF	BD276162	Freehold
11 Houghton Close Melton Mowbray LE14 3QL	LT412056	Freehold
9 Houghton Close Melton Mowbray LE14 3QL	LT412060	Freehold
3 Houghton Close Melton Mowbray LE14 3QL	LT412058	Freehold
34 Buzzard Rise Stowmarket IP14 5JE	SK333877	Freehold
36 Buzzard Rise Stowmarket IP14 5JE	SK333517	Freehold
26 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	DU313417	Freehold
27 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	DU313462	Freehold
32-43 (inclusive) Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	DU312804	Freehold
1 Edison Gardens Guiseley LS20 9PW	WYK931691	Freehold
1 Swan Court Guiseley LS20 9PN	WYK932902	Freehold
3 Edison Gardens Guiseley LS20 9PW	WYK928920	Freehold
3 Swan Court Guiseley LS20 9PN	WYK929081	Freehold
1 Alva Close Guiseley LS20 9PS	WYK940537	Freehold
7 Alva Close Guiseley LS20 9PS	WYK940579	Freehold
8 Alva Close Guiseley LS20 9PS	WYK944579	Freehold
6 Alva Close Guiseley LS20 9PS	YY1022	Freehold
4 Alva Close Guiseley LS20 9PS	WYK944028	Freehold
2 Alva Close Guiseley LS20 9PS	WYK944100	Freehold
27 Edison Way Guiseley LS20 9PX	WYK937773	Freehold
4 Alva Court Guiseley LS20 9PZ	WYK937061	Freehold
8 Faraday Netherfield Road Guiseley LS20 9PY	WYK932057	Freehold
6 Alva Court Guiseley LS20 9PZ	WYK932513	Freehold
88 Kenbrook Road Hucknall NG15 8HR	NT469576	Freehold
2 Ryknield Road Hucknall NG15 8GN	NT469575	Freehold
4 Ryknield Road Hucknall NG15 8GN	NT467466	Freehold
3 Minerva Grove Hucknall NG15 8GW	NT459259	Freehold
32 Minerva Grove Hucknall NG15 8GW	NT459260	Freehold
30 Minerva Grove Hucknall NG15 8GW	NT459261	Freehold

12 Battle Close Bingham NG13 8ZW	NT474869	Freehold
10 Battle Close Bingham NG13 8ZW	NT474871	Freehold
8 Battle Close Bingham NG13 8ZW	NT474875	Freehold
6 Battle Close Bingham NG13 8ZW	NT474866	Freehold
11 Chipmunk Way Bingham NG13 8ZH	NT474874	Freehold
12 Chipmunk Way Bingham NG13 8ZH	NT476518	Freehold
13 Chipmunk Way Bingham NG13 8ZH	NT476354	Freehold
14 Chipmunk Way Bingham NG13 8ZH	NT474870	Freehold
15 Chipmunk Way Bingham NG13 8ZH	NT474876	Freehold
11 Alveston Square London E18 1AQ	EGL541776	Leasehold
13 Alveston Square London E18 1AQ	EGL541775	Leasehold
25 Alveston Square London E18 1AQ	EGL541773	Leasehold
32 Alveston Square London E18 1AQ	EGL541769	Leasehold
33 Alveston Square London E18 1AQ	EGL541767	Leasehold
2 The Lock Building 72 High Street London E15 2QF	TGL367913	Leasehold
4 The Lock Building 72 High Street London E15 2QF	TGL367916	Leasehold
5 The Lock Building 72 High Street London E15 2QF	TGL367917	Leasehold
6 The Lock Building 72 High Street London E15 2QF	TGL367918	Leasehold
7 The Lock Building 72 High Street London E15 2QF	TGL367919	Leasehold
9 The Lock Building 72 High Street London E15 2QF	TGL367922	Leasehold
10 The Lock Building 72 High Street London E15 2QF	TGL367923	Leasehold
11 The Lock Building 72 High Street London E15 2QF	TGL367924	Leasehold
13 The Lock Building 72 High Street London E15 2QF	TGL367926	Leasehold
18 The Lock Building 72 High Street London E15 2QF	TGL367929	Leasehold
19 The Lock Building 72 High Street London E15 2QF	TGL367930	Leasehold
42 The Lock Building 72 High Street London E15 2QF	TGL367931	Leasehold
43 The Lock Building 72 High Street London E15 2QF	TGL367932	Leasehold
44 The Lock Building 72 High Street London E15 2QF	TGL367933	Leasehold
45 The Lock Building 72 High Street London E15 2QF	TGL367934	Leasehold
46 The Lock Building 72 High Street London E15 2QF	TGL367936	Leasehold
50 The Lock Building 72 High Street London E15 2QF	TGL367939	Leasehold
52 The Lock Building 72 High Street London E15 2QF	TGL367941	Leasehold
58 The Lock Building 72 High Street London E15 2QF	TGL367944	Leasehold
59 The Lock Building 72 High Street London E15 2QF	TGL367945	Leasehold
48 The Lock Building 72 High Street London E15 2QF	TGL367938	Leasehold
50 and 52-61 Peppermint Road Hitchin SG5 1RY	HD471754	Leasehold
G06 Hodgson House E1 1AY	AGL239185	Leasehold
G02 Wilson Tower E1 1AW	AGL259670	Leasehold
102 Wilson Tower E1 1AW	AGL261236	Leasehold
235 Terry Road Coventry CV3 1PI	WM988608	Freehold
21 Jersey Close Coventry CV3 1PP	WM988112	Freehold
17 Jersey Close Coventry CV3 1PP	WM988108	Freehold
15 Jersey Close Coventry CV3 1PP	WM988107	Freehold
14 Jersey Close Coventry CV3 1PP	WM988106	Freehold
13 Jersey Close Coventry CV3 1PP	WM988104	Freehold
11 Jersey Close Coventry CV3 1PP	WM988603	Freehold
10 Jersey Close Coventry CV3 1PP	WM988681	Freehold
9 Jersey Close Coventry CV3 1PP	WM988605	Freehold
9 Sunbeam Way Coventry CV3 1PG	WM988598	Freehold
4 The Carabiniers Coventry CV3 1PW	MM3018	Freehold
8 The Carabiniers Coventry CV3 1PW	MM3296	Freehold
9 The Carabiniers Coventry CV3 1PW	MM3862	Freehold
11 The Carabiniers Coventry CV3 1PW	MM4239	Freehold
10 The Carabiniers Coventry CV3 1PW	MM4654	Freehold
30 The Carabiniers Coventry CV3 1PW	MM7232	Freehold



18 The Carabiners Coventry CV3 1PW	MM7843	Freehold
29 The Carabiners Coventry CV3 1PW	MM8118	Freehold
19 The Carabiners Coventry CV3 1PW	MM10254	Freehold
11 Dragoon Road Coventry CV3 1PD	MM23569	Freehold
19 Dragoon Road Coventry CV3 1PD	MM24630	Freehold
16 Usbourne Way Ibstock LE67 6AH	LT445338	Freehold
18 Usbourne Way Ibstock LE67 6AH	LT445157	Freehold
22 Usbourne Way Ibstock LE67 6AH	LT447851	Freehold
28 Usbourne Way Ibstock LE67 6AH	LT446442	Freehold
16 Horseshoe Close Ibstock LE67 6AL	LT445963	Freehold
14 Horseshoe Close Ibstock LE67 6AL	LT445801	Freehold
10 Horseshoe Close Ibstock LE67 6AL	LT445800	Freehold
25 Otter Close Ibstock LE67 6AQ	LT445868	Freehold
23 Otter Close Ibstock LE67 6AQ	LT446946	Freehold
21 Otter Close Ibstock LE67 6AQ	LT445732	Freehold
11 Otter Close Ibstock LE67 6AQ	LT450335	Freehold
5 Otter Close Ibstock LE67 6AQ	LT449672	Freehold
8 Otter Close Ibstock LE67 6AQ	LT449248	Freehold
10 Otter Close Ibstock LE67 6AQ	LT448931	Freehold
12 Otter Close Ibstock LE67 6AQ	LT449894	Freehold
26 Otter Close Ibstock LE67 6AQ	LT451842	Freehold
31 Usbourne Way, Ibstock LE56 6AH	LT451326	Freehold
33 Usbourne Way, Ibstock LE56 6AH	LT455666	Freehold
59 Usbourne Way, Ibstock LE56 6AH	LT460992	Freehold
57 Usbourne Way, Ibstock LE56 6AH	LT460125	Freehold
7 Pike Lane, Ibstock LE56 6AP	LT436216	Freehold
73 Bell Davies Road, Stubbington PO14 2AY	The chargeholder's interest in a charge dated 31st October, 2011 registered against title number HP743628	
75 Bell Davies Road, Stubbington PO14 2AY	The chargeholder's interest in a charge dated 12th August, 2011 registered against title number HP741438	
11 Houghton Close Melton Mowbray LE14 3QL	The chargeholder's interest in a charge dated 20th August, 2009 registered against title number LT424922	
9 Houghton Close Melton Mowbray LE14 3QL	The chargeholder's interest in a charge dated 26th February, 2009 registered against title number LT419001	
3 Houghton Close Melton Mowbray LE14 3QL	The chargeholder's interest in a charge dated 30th August, 2013 registered against title number LT456169	
26 Ambleside Court, Vigo Lane Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 18th July, 2008 registered against title number DU314451	
27 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 24th July 2008 registered against title number DU314272	
32-43 (inclusive) Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 7th November, 2008 registered against title number DU316743	
34 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 12th March, 2009 registered against title number DU319863	
35 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 10th January, 2009 registered against title number DU317580	
36 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 11th July, 2008 registered against title number DU313238	
37 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 18th July, 2008 registered against title number DU313327	
38 Ambleside Court, Vigo Lane Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 13th February, 2009 registered against title number DU318060	
39 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 8th January, 2009 registered against title number DU317333	
40 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 30th January, 2009 registered against title number DU318095	

41 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 16th February, 2009 registered against title number DU318272
42 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 31st July, 2008 registered against title number DU314587
43 Ambleside Court, Vigo Lane, Chester-le-Street DH3 2EB	The chargeholder's interest in a charge dated 15th August, 2008 registered against title number DU314966
1 Edison Gardens Guiseley LS20 9PW	The chargeholder's interest in a charge dated 4th April, 2014 pending first registration of shared equity lease and charge
1 Swan Court Guiseley LS20 9PN	The chargeholder's interest in a charge dated 29th October, 2010 registered against title number WYK932912
3 Edison Gardens Guiseley LS20 9PW	The chargeholder's interest in a charge dated 5th November, 2010 registered against title number WYK928921
3 Swan Court Guiseley LS20 9PN	The chargeholder's interest in a charge dated 12th November, 2010 registered against title number WYK929082
1 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 27th September, 2011 registered against title number WYK940697
7 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 30th September, 2011 registered against title number WYK941378
8 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 9th December, 2011 registered against title number WYK944581
6 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 9th December, 2011 registered against title number YY1024
4 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 12th December, 2011 registered against title number WYK944029
2 Alva Close Guiseley LS20 9PS	The chargeholder's interest in a charge dated 14th December, 2011 registered against title number WYK944101
27 Edison Way Guiseley LS20 9PX	The chargeholder's interest in a charge dated 24th June, 2011 registered against title number WYK937774
4 Alva Court Guiseley LS20 9PZ	The chargeholder's interest in a charge dated 24th June, 2011 registered against title number WYK937062
8 Faraday Netherfield Road Guiseley LS20 9PY	The chargeholder's interest in a charge dated 28th January, 2011 registered against title number WYK932077
6 Alva Court Guiseley LS20 9PZ	The chargeholder's interest in a charge dated 31st January 2011 registered against title number WYK932516
88 Kenbrook Road Hucknall NG15 8HR	The chargeholder's interest in a charge dated 11th September, 2012 registered against title number NF469800
2 Ryknield Road Hucknall NG15 8GN	The chargeholder's interest in a charge dated 31st January, 2011 registered against title number NF471871
4 Ryknield Road Hucknall NG15 8GN	The chargeholder's interest in a charge dated 29th July, 2010 registered against title number NF467469
3 Minerva Grove Hucknall NG15 8GW	The chargeholder's interest in a charge dated 23rd October, 2009 registered against title number NF461648
32 Minerva Grove Hucknall NG15 8GW	The chargeholder's interest in a charge dated 23rd October, 2009 registered against title number NF461647
30 Minerva Grove Hucknall NG15 8GW	The chargeholder's interest in a charge dated 29th April, 2010 registered against title number NF467074
12 Battle Close Bingham NG13 8ZW	The chargeholder's interest in a charge dated 4th August, 2011 registered against title number NF475264
10 Battle Close Bingham NG13 8ZW	The chargeholder's interest in a charge dated 5th August 2011 registered against title number NF475417
6 Battle Close Bingham NG13 8ZW	The chargeholder's interest in a charge dated 5th August, 2011 registered against title number NF475416
11 Chipmunk Way Bingham NG13 8ZH	The chargeholder's interest in a charge dated 5th August, 2011 registered against title number NF476383
12 Chipmunk Way Bingham NG13 8ZH	The chargeholder's interest in a charge dated 24th October, 2011 registered against title number NF476715



13 Chipmunk Way Bingham NG13 8ZH	The chargeholder's interest in a charge dated 30th September, 2011 registered against title number NI476387
14 Chipmunk Way Bingham NG13 8ZH	The chargeholder's interest in a charge dated 4th August, 2011 registered against title number NI475012
15 Chipmunk Way Bingham NG13 8ZH	The chargeholder's interest in a charge dated 4th August, 2011 registered against title number NT475010
235 Terry Road Coventry CV3 1PF	The chargeholder's interest in a charge dated 28th July, 2011 registered against title number WM988428
21 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 22nd July, 2011 registered against title number WM991494
17 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 14th July 2011 registered against title number WM988077
15 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 25th July, 2011 registered against title number WM991655
14 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 22nd July, 2011 registered against title number WM990697
13 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 22nd July, 2011 registered against title number WM990181
11 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 28th July, 2011 registered against title number WM988665
10 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 29th July, 2011 registered against title number WM989120
9 Jersey Close Coventry CV3 1PP	The chargeholder's interest in a charge dated 29th July, 2011 registered against title number WM992469
9 Sunbeam Way Coventry CV3 1PG	The chargeholder's interest in a charge dated 8th August, 2011 registered against title number MM989016
4 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 30th March, 2012 registered against title number MM3803
8 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 4th April, 2012 registered against title number MM4076
9 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 20th April, 2012 registered against title number NMM4951
11 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 27th April, 2012 registered against title number MM4179
10 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 13th February, 2013 registered against title number MM16560
30 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 20th July, 2012 registered against title number MM8661
18 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 20th July, 2012 registered against title number MM8267
29 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 31st July, 2012 registered against title number MM8126
19 The Carabiniers Coventry CV3 1PW	The chargeholder's interest in a charge dated 5th October, 2012 registered against title number MM11074
11 Dragoon Road Coventry CV3 1PD	The chargeholder's interest in a charge dated 2nd August, 2013 registered against title number MM23571
19 Dragoon Road Coventry CV3 1PD	The chargeholder's interest in a charge dated 9th August, 2013 registered against title number MM31245
16 Usbourne Way Ibstock LE67 6AH	The chargeholder's interest in a charge dated 29th June 2012 registered against title number L1448359
18 Usbourne Way Ibstock LE67 6AH	The chargeholder's interest in a charge dated 29th June, 2012 registered against title number L1448464
22 Usbourne Way Ibstock LE67 6AH	The chargeholder's interest in a charge dated 26th October, 2012 registered against title number L1448979
28 Usbourne Way Ibstock LE67 6AH	The chargeholder's interest in a charge dated 28th June, 2012 registered against title number L1449840

16 Horseshoe Close Ibstock LE67 6AL	The chargeholder's interest in a charge dated 17th July, 2012 registered against title number LT448358
14 Horseshoe Close Ibstock LE67 6AL	The chargeholder's interest in a charge dated 20th July, 2012 registered against title number LT448335
10 Horseshoe Close Ibstock LE67 6AL	The chargeholder's interest in a charge dated 20th July, 2012 registered against title number LT448333
25 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 27th July, 2012 registered against title number LT447752
23 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 27th July, 2012 registered against title number LT450200
21 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 27th July, 2012 registered against title number LT446049
11 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 31st January, 2013 registered against title number LT450336
5 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 25th January, 2013 registered against title number LT451078
8 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 7th December, 2012 registered against title number LT449369
10 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 7th December, 2012 registered against title number LT449081
12 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 30th November, 2012 registered against title number LT450732
26 Otter Close Ibstock LE67 6AQ	The chargeholder's interest in a charge dated 28th February, 2013 registered against title number LT451892
31 Usbourne Way, Ibstock LE56 6AH	The chargeholder's interest in a charge dated 28th March, 2013 registered against title number LT451327
33 Usbourne Way, Ibstock LE56 6AH	The chargeholder's interest in a charge dated 28th June, 2013 registered against title number LT456941
59 Usbourne Way, Ibstock LE56 6AH	The chargeholder's interest in a charge dated 21st February, 2014 pending first registration of shared equity lease and charge
57 Usbourne Way, Ibstock LE56 6AH	The chargeholder's interest in a charge dated 2nd May, 2014 registered against title number LT460126
7 Pike Lane, Ibstock LE56 6AP	The chargeholder's interest in a charge dated 9th August 2013 registered against title number MM31245

SIGNATORIES

Heylo

The **COMMON SEAL** of
HEYLO HOUSING LIMITED
was affixed in the presence of

)
)
)



Director

Director

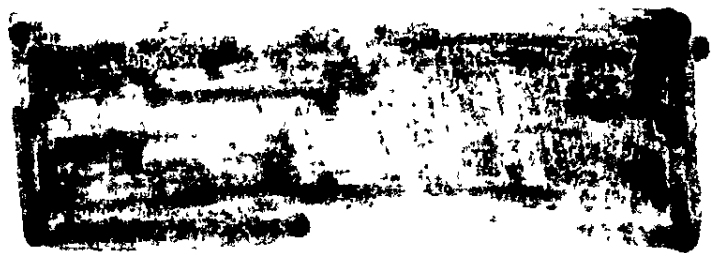
Security Trustee

Given under the **COMMON SEAL** of
PRUDENTIAL TRUSTEE COMPANY LIMITED
in the presence of

)
)
)

Sealing officer

[Redacted under section
859G of the Companies
Act 2006]



SIGNATORIES

Heylo

The **COMMON SEAL** of
HEYLO HOUSING LIMITED
was affixed in the presence of

)
)
)

Director

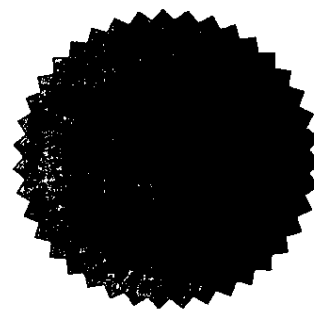
Director

Security Trustee

Given under the **COMMON SEAL** of
PRUDENTIAL TRUSTEE COMPANY LIMITED
in the presence of

)
)
)

Sealing officer



[Redacted under s8594
of the Companies Act 2006]

