

## PROGRAMME ADMISSION PARTICULARS



### STONEWATER FUNDING PLC

(Incorporated in England and Wales with limited liability under the Companies Act 2006, registered number 08190978)

**£1,000,000,000**

### Note Programme

Under this £1,000,000,000 Note Programme (the **Programme**), Stonewater Funding plc (the **Issuer**) may from time to time issue notes (the **Notes**) as agreed between the Issuer and the relevant Dealer (as defined below).

The Issuer's obligations under the Notes may be secured in accordance with the provisions of Condition 4.1 (*Series Security (Partly Secured Notes)*) (such Notes, **Partly Secured Notes**) or secured in accordance with the provisions of Conditions 4.2 (*Series Security (Fully Secured Notes)*) and 4.3 (*Series Underlying Security*) (such Notes, **Fully Secured Notes**), in each case, as specified in the applicable Pricing Supplement (as defined below).

The maximum aggregate principal amount of all Notes from time to time outstanding under the Programme will not exceed £1,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement (as defined below)), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and, together, the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in these Programme Admission Particulars to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed for by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes.

The proceeds of each Series of Notes will be advanced by the Issuer to Stonewater Limited (**Stonewater**), Stonewater (2) Limited (**Stonewater 2**) and/or Stonewater (5) Limited (**Stonewater 5**) and, together with Stonewater and Stonewater 2, the **Original Borrowers**) and/or one or more other members of the Group (as defined below) that has charitable (or exempt charitable) status, is a Registered Provider of Social Housing (as defined below) and (in respect of any Secured Loan Agreement) has acceded to the Security Trust Deed (as defined below) as a borrower in respect of such Series of Notes (each an **Additional Borrower** and, together with the Original Borrowers, the **Borrowers**), subject to the terms of the Loan Agreements entered into between, *inter alios*, the Issuer and such Borrower in respect thereof (each a **Loan Agreement**). In respect of Loan Agreements which are funded by an issue of Fully Secured Notes, the Borrowers will create, or procure the creation of, security over certain housing properties to secure their obligations under their Loan Agreements (each a **Secured Loan Agreement**). In respect of Loan Agreements which are funded by an issue of Partly Secured Notes, the Borrowers will covenant, pursuant to their Loan Agreements (each an **Unsecured Loan Agreement**) to maintain a specified level of unencumbered housing properties.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "Risk Factors" below.**

Application has been made to the London Stock Exchange plc (the **London Stock Exchange**) for Notes issued under the Programme during the period of 12 months from the date of these Programme Admission Particulars to be admitted to trading on the London Stock Exchange's International Securities Market (the **ISM**). The ISM is not a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU (**MiFID II**) or for the purposes of Regulation (EU) No. 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (**UK MiFIR**).

**The ISM is a market designated for professional investors. Notes admitted to trading on the ISM are not admitted to the Official List of the Financial Conduct Authority. The London Stock Exchange has not approved or verified the contents of these Programme Admission Particulars.**

References in these Programme Admission Particulars to Notes being **admitted to trading** (and all related references) shall mean that such Notes have been admitted to trading on the ISM, so far as the context permits.

Notice of the aggregate principal amount of Notes, interest payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Conditions of the Notes*") of Notes (including whether the Notes are Partly Secured Notes or Fully Secured Notes) will be set out in a pricing supplement (the **Pricing Supplement**) which, with respect to Notes to be admitted to trading on the ISM, will be delivered to the London Stock Exchange. Copies of Pricing Supplements in relation to Notes to be admitted to trading on the ISM will also be published on the website of the London Stock Exchange through a regulatory information service or will be published in such other manner permitted by the International

Securities Market Rulebook effective as of 25 February 2019 (as may be modified and/or supplemented and/or restated from time to time, the **ISM Rulebook**).

These Programme Admission Particulars do not constitute a base prospectus for the purposes of a listing or an admission to trading on any market in the European Economic Area (the **EEA**) or the United Kingdom (the **UK**) which has been designated as a regulated market for the purposes of MiFID II or UK MiFIR, respectively. The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

The Group and the Programme (in relation to Fully Secured Notes only) have been rated "A+" by S&P Global Ratings UK Limited (**S&P**). Notes issued under the Programme may be rated by S&P or may be unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the Pricing Supplement and (in the case of Fully Secured Notes only) will not necessarily be the same as the rating assigned to the Programme in relation to Fully Secured Notes by S&P. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

*Arranger and ESG Structuring Adviser*

**NATWEST MARKETS**

*Dealers*

**BARCLAYS**

**LLOYDS BANK CORPORATE MARKETS**

**NATWEST MARKETS**

**SANTANDER CORPORATE & INVESTMENT  
BANKING**

**SMBC NIKKO**

The date of these Programme Admission Particulars is 26 July 2021

## IMPORTANT INFORMATION

These Programme Admission Particulars comprise programme admission particulars in respect of all Notes issued under the Programme and admitted to trading in accordance with the ISM Rulebook.

The Issuer and each Borrower (each an *Obligor* and, together, the *Obligors*) accepts responsibility for the information contained in these Programme Admission Particulars and the Pricing Supplement for each Tranche of Notes issued under the Programme. Having taken all reasonable care to ensure that such is the case, the information contained in these Programme Admission Particulars is, to the best of the knowledge of each Obligor, in accordance with the facts and contains no omission likely to affect its import.

These Programme Admission Particulars are to be read in conjunction with all documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*" below). These Programme Admission Particulars should be read and construed on the basis that such documents are incorporated in, and form part of, these Programme Admission Particulars.

The figures referred to and information contained in the Valuation Report prepared by Jones Lang LaSalle Limited (the *Valuer*) in the section entitled "*Valuation Commentary – Rented Stock*" were obtained from the Office of National Statistics (the *ONS*) and the Regulator of Social Housing (the *Regulator*). Each Obligor confirms that such figures and information have been accurately reproduced and that, as far as such Obligor is aware and is able to ascertain from information published by the ONS and the Regulator, no facts have been omitted which would render the reproduced figures and information inaccurate or misleading.

The Valuer accepts responsibility for the information contained in the section headed "*Valuation Report*". Having taken all reasonable care to ensure that such is the case, the information contained in the section headed "*Valuation Report*" is, to the best of such Valuer's knowledge, in accordance with the facts and contains no omission likely to affect its import.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which these Programme Admission Particulars refer does not form part of these Programme Admission Particulars.

None of NatWest Markets Plc (the *Arranger* and the *ESG Structuring Adviser*), the Dealers and the Note Trustee have independently verified (a) the information contained herein or (b) any matter which is the subject of any statement, representation, warranty or covenant of any Obligor contained in the Notes or any of the Programme Documents (as defined below). Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger, the ESG Structuring Adviser, the Dealers or the Note Trustee as to (a) the accuracy or completeness of the information contained or incorporated in these Programme Admission Particulars or any other information provided by any Obligor in connection with the Programme, (b) the execution, legality, effectiveness, genuineness validity, enforceability or admissibility in evidence of any Notes or any Programme Document or (c) any acts or omissions of any Obligor or any other person in connection with the Programme. None of the Arranger, the ESG Structuring Adviser, the Dealers and the Note Trustee accepts any liability in relation to the information contained or incorporated by reference in these Programme Admission Particulars or any other information provided by any Obligor in connection with the Programme.

No person is or has been authorised by the Obligors, the Arranger, the ESG Structuring Adviser, any Dealer or the Note Trustee to give any information or to make any representation not contained in or not consistent with these Programme Admission Particulars or any other information supplied in connection with the Programme or the Notes and, if given or made, such

information or representation must not be relied upon as having been authorised by any Obligor, the Arranger, the ESG Structuring Adviser, any Dealer or the Note Trustee.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Dealers or such affiliate on behalf of the Issuer in such jurisdiction.

Neither these Programme Admission Particulars nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by any Obligor, the Arranger, the ESG Structuring Adviser, any Dealer or the Note Trustee that any recipient of these Programme Admission Particulars or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Obligors. Neither these Programme Admission Particulars nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of any Obligor, the Arranger, the ESG Structuring Adviser, any Dealer or the Note Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of these Programme Admission Particulars nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Obligors is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger, the ESG Structuring Adviser, the Dealers and the Note Trustee expressly do not undertake to review the financial condition or affairs of the Obligors during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

Each Obligor has confirmed to the Arranger, the ESG Structuring Adviser and the Dealers that these Programme Admission Particulars contain all information which is (in the context of the Programme and the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions, or intentions expressed herein are honestly held or made and are not misleading in any material respect; that these Programme Admission Particulars do not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme and the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

To the extent so specified in the applicable Pricing Supplement, Notes issued under the Programme are intended to be Sustainability Bonds (as defined in the International Capital Market Association's (ICMA) Sustainability Bond Guidelines) and the net proceeds from the issue of Notes of each Series will be used by the relevant Borrower for sustainable purposes as set out in the applicable Pricing Supplement. None of the Arranger, the ESG Structuring Adviser, the Dealers and the Note Trustee will verify or monitor the proposed use of proceeds for any such Notes and no assurance is given by the Arranger, the ESG Structuring Adviser, the Dealers, the Note Trustee or any other person that the use of the proceeds of issue of any such Notes will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which any investor or its investments are required to comply. See further "*Risk Factors – Use of Proceeds/Sustainability*" below.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a *retail investor* means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a

customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the *Insurance Distribution Directive*), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the *PRIIPs Regulation*) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS-** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a *retail investor* means a person who is one (or both) of the following (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the *UK PRIIPs Regulation*) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET –** The Pricing Supplement in respect of any Notes will include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a *distributor*) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (as amended or superseded, the *MiFID Product Governance Rules*), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise none of the Arranger, the ESG Structuring Adviser and the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET –** The Pricing Supplement in respect of any Notes will include a legend entitled "UK MiFIR product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a *UK distributor*) should take into consideration the target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (as amended or superseded, the *UK MiFIR Product Governance Rules*) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise none of the Arranger, the ESG Structuring Adviser and the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

## PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE

In connection with Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (as modified and amended from time to time, the *SFA*) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the *CMP Regulations 2018*), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the *SFA*), that the Notes issued under the Programme are 'prescribed capital markets products' (as defined in the *CMP Regulations 2018*) and Excluded Investment Products (as defined in MAS Notice 6 SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### IMPORTANT INFORMATION RELATING TO THE USE OF THESE PROGRAMME ADMISSION PARTICULARS AND OFFERS OF NOTES GENERALLY

These Programme Admission Particulars do not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of these Programme Admission Particulars and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Obligors, the Arranger, the Dealers and the Note Trustee do not represent that these Programme Admission Particulars may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Obligors, the Arranger, the Dealers or the Note Trustee which is intended to permit a public offering of any Notes or distribution of these Programme Admission Particulars in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither these Programme Admission Particulars nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession these Programme Admission Particulars or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of these Programme Admission Particulars and the offering and sale of Notes. In particular, there are restrictions on the distribution of these Programme Admission Particulars and the offer or sale of Notes in the United States, the United Kingdom, the EEA, Japan, Australia, Hong Kong, Republic of Korea and Singapore. See "*Subscription and Sale*" below.

### PRESENTATION OF FINANCIAL AND OTHER INFORMATION

#### Presentation of Financial Information

Unless otherwise indicated, the financial information in these Programme Admission Particulars has been derived from the Financial Statements (as defined in "*Documents Incorporated by Reference*" below).

The Issuer's and the Original Borrowers' financial year ends on 31 March, and references in these Programme Admission Particulars to any specific year are to the 12-month period ended on 31 March of such year. The Issuer's Financial Statements (as defined in "*Documents Incorporated by Reference*" below) have been prepared and audited in accordance with UK Generally Accepted Accounting Principles (*UK GAAP*). The Original Borrowers' Financial Statements (as defined in "*Documents Incorporated by Reference*" below) have been prepared and audited in accordance with FRS 102 the Financial Reporting Standard applicable in the United Kingdom and the Republic of Ireland, the Statement of Recommended Practice, "*Accounting by registered social housing providers*" 2018 and the Accounting Direction for Private Registered Providers of Social Housing 2019 (together, the *Borrower Accounting Standards*).

## **Certain Defined Terms and Conventions**

Capitalised terms which are used but not defined in any particular section of these Programme Admission Particulars will have the meaning attributed to them in "*Conditions of the Notes*" or any other section of these Programme Admission Particulars. In addition, the following terms as used in these Programme Admission Particulars have the meanings defined below:

- *Sterling* and £ refer to pounds sterling;
- *euro* and € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;
- *U.S. dollars*, *U.S.\$* and \$ refer to United States dollars; and
- *billion* refers to a thousand million.

Certain figures and percentages included in these Programme Admission Particulars have been subject to rounding adjustments.

## **SUITABILITY OF INVESTMENT**

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in these Programme Admission Particulars or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets;
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (f) understands the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the Notes.

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

## STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules. Any loss resulting from over-allotment and stabilisation shall be borne, and any net profit arising therefrom shall be retained, as against the Issuer, by any Stabilisation Manager for its own account.



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## Overview of the Programme

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of these Programme Admission Particulars and, in relation to the conditions of any particular Tranche of Notes, the applicable Pricing Supplement. The Obligors and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Conditions, in which event, and if appropriate, a new Programme Admission Particulars or a supplement to these Programme Admission Particulars will be published.*

Words and expressions defined in "Form of the Notes" and "Conditions of the Notes" shall have the same meanings in this Overview.

- Issuer:** Stonewater Funding plc  
Legal Entity Identifier (LEI): 213800FZ41F6PUWBX281
- Description:** £1,000,000,000 Note Programme
- Use of Proceeds:** This note issuance programme is intended to raise finance for the Borrowers through the issuance of Notes by the Issuer.
- The Issuer will issue the Notes and on-lend the issue proceeds (and, in the case of the Retained Notes (if specified as being applicable in the applicable Pricing Supplement), on-lend the net proceeds of the sale of such Retained Notes to one or more third parties) to the Borrowers. The Borrowers will use the proceeds in the achievement of their charitable objects, as permitted by their respective constitutional documents.
- If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.
- If the Notes are specified as "Sustainability Bonds" in the applicable Pricing Supplement, the net proceeds from the issue of the Notes (or, in the case of any Retained Notes, the net proceeds of the sale of such Retained Notes to a third party) (each after deduction of expenses payable by the Issuer) will be used for sustainable purposes and, unless otherwise specified in the applicable Pricing Supplement, will be applied in accordance with the Sustainable Finance Framework as described in "Use of Proceeds" and "Sustainable Finance Framework" below.
- Borrowers:** In respect of each Series of Notes:
- (a) Stonewater Limited (LEI: 213800TKNOL76BAT7K15);
  - (b) Stonewater (2) Limited (LEI: 213800E1Q5XZZK4B9S32);
  - (c) Stonewater (5) Limited (LEI: 2138004VEKGIU8CVAN73),  
(together, the **Original Borrowers** and, each, an **Original Borrower**); and/or
  - (d) each member of the Group, other than an Original Borrower, that has charitable (or exempt charitable) status;

is a Registered Provider of Social Housing; and (in respect of any Secured Loan Agreement) has acceded to the Security Trust Deed as a borrower in respect of such Series of Notes (each an **Additional Borrower** and, together with the Original Borrowers, the **Borrowers**).

*Upon the accession of an Additional Borrower, a new Programme Admission Particulars or a supplement to these Programme Admission Particulars will be published.*

**Status of the Notes:** The Notes of each Series will constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and will rank *pari passu* among themselves.

**Programme Size:** Up to £1,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

**Distribution:** Notes may be distributed by way of private or public placement and, in each case, on a syndicated or non-syndicated basis.

**Certain Restrictions:** Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of these Programme Admission Particulars.

*Notes having a maturity of less than one year:* Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (**FSMA**) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".

**Currencies:** Subject to any applicable legal or regulatory restrictions, Notes may be denominated in Sterling and any other currency agreed between the Issuer and the relevant Dealer.

Notwithstanding the foregoing, Fully Secured Notes will not be issued in any currency other than Sterling unless and until a replacement or a supplement to these Programme Admission Particulars is published.

**Denomination:** The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the

relevant Specified Currency (see "*Certain Restrictions – Notes having a maturity of less than one year*" above), and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Maturities:** The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

**Issue Price:** Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

**Form of Notes:** The Notes will be issued in bearer form as described in "*Form of the Notes*".

**Interest Basis:** The Notes may be either Fixed Rate Notes or Floating Rate Notes.

**Fixed Rate Notes:** Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

**Floating Rate Notes:** Floating Rate Notes will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (b) on the basis of the reference rate set out in the applicable Pricing Supplement.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both. For the avoidance of doubt, the interest rate in respect of Floating Rate Notes shall not be less than zero.

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined for Floating Rate Notes, on the occurrence of a Benchmark Event the Issuer shall use its reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser that may (subject to certain conditions and following consultation with the Issuer) determine a Successor Rate, failing which an Alternative Reference Rate and, in either case, an Adjustment Spread, and Benchmark Amendments (if any) in accordance with Condition 7.2(c) (*Benchmark Replacement*).

**Final Redemption:**

Unless previously redeemed in accordance with Condition 9 (*Redemption and Purchase*) the Notes will be redeemed:

- (a) at the Final Redemption Amount on the Maturity Date specified in the applicable Pricing Supplement; or
- (b) where Instalment Redemption is specified as applicable in the applicable Pricing Supplement, in the Instalment Amounts on the Instalment Dates specified in the applicable Pricing Supplement.

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution. See "*Certain Restrictions – Notes having a maturity of less than one year*" above.

**Early Redemption:**

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity date or stated instalment dates (other than for taxation reasons or following an Event of Default, a Borrower Default or a Borrower ceasing to be a Registered Provider of Social Housing) or that such Notes will be redeemable at the option of the Issuer (where Retained Notes are specified to be applicable in the applicable Pricing Supplement, at any time after the relevant Final Retained Note Disposal Date) upon giving notice to the Noteholders on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

**Early Redemption for Tax Reasons:**

The Issuer shall redeem the Notes of a Series in whole, but not in part, at their principal amount, together with any interest accrued, if, as a result of any actual or proposed change in tax law, the Issuer determines that it would be required to make a withholding or deduction on account of tax in respect of payments to be made by it in respect of the Notes and the Issuer does not opt to pay additional amounts pursuant to Condition 10(b) (*Taxation*) or, having so opted, notifies the Note Trustee of its intention to cease paying such additional amounts.

**Mandatory Early Redemption:**

The Notes of each Series shall be redeemed at their principal amount, plus accrued interest, in an aggregate principal amount equal to the principal amount of the relevant Loan, upon the mandatory prepayment of a Loan advanced in connection with such Series following the relevant Borrower ceasing to be a Registered

Provider of Social Housing (other than if such Borrower regains its status as a Registered Provider of Social Housing within 180 days).

In addition, if a Loan becomes repayable as a result of a Borrower Default, the Notes of the relevant Series shall be redeemed at their principal amount, plus accrued interest, in an aggregate principal amount equal to the principal amount of the relevant Loan.

A **Borrower Default** includes non-payment, breach of other obligations, cross-acceleration, winding-up, cessation of business, insolvency, unlawfulness and breach of the asset cover ratio (in respect of Secured Loan Agreements) or breach of the unencumbered assets test (in respect of Unsecured Loan Agreements), in each case as set out in the Secured Loan Agreement Standard Terms and described further in "*Description of the Secured Loan Agreements*" or the Unsecured Loan Agreement Standard Terms and described further in "*Description of the Unsecured Loan Agreements*", as applicable.

**Purchases:**

The Retained Notes (if specified as being applicable in any Pricing Supplement) will be immediately purchased by the Issuer on the applicable Issue Date.

Any Borrower and any other member of the Group (other than the Issuer) may, at any time, purchase Notes in accordance with the provisions of Condition 9.10 (*Purchase of Notes by the Borrowers*). Any Notes of a Series purchased by any Borrower or other member of the Group may be surrendered to the Issuer for cancellation in consideration for an amount equal to the principal amount of the Notes being surrendered being deemed to be prepaid under the Loan Agreement entered into in connection with such Series of Notes or, to the extent that the relevant Loan is not then outstanding, an amount of the Undrawn Commitment (as defined below) in respect of such Loan Agreement equal to the Outstanding Balance of the Notes surrendered being deemed to be cancelled.

For so long as any Notes are held by or on behalf of or for the benefit of the Issuer (including, for the avoidance of doubt, the Retained Notes for so long as they are held by or on behalf of the Issuer), a Borrower or any other member of the Group, in each case as beneficial owner, such Notes shall (unless and until ceasing to be so held) be deemed not to be outstanding for the purpose of, *inter alia*, voting in accordance with the Note Trust Deed.

**Retained Notes:**

Pursuant to the terms of the Retained Note Custody Agreement, the Custodian will hold the Retained Notes (if any) of each Series on the Issuer's behalf and the Issuer has instructed the Custodian to waive its rights to receive payments (of interest, principal or otherwise) on the Retained Notes for so long as the Retained Notes are held on the Issuer's behalf. Such waiver may not be revoked without the consent of the Note Trustee.

Pursuant to the Note Trust Deed, the Issuer has covenanted with the Note Trustee that it will, immediately prior to a sale of any Retained Notes which are Fully Secured Notes by the Issuer,

deliver to the Note Trustee a certificate in writing signed by two directors of the Issuer addressed to the Note Trustee confirming that, immediately following the sale of such Retained Notes, the Borrowers will be in compliance with the Asset Cover Test in respect of such Series of Fully Secured Notes. For the purpose of giving such confirmation, the Issuer will require the relevant Borrowers to deliver a Retained Note Compliance Certificate pursuant to the relevant Secured Loan Agreements, as described further in "*Description of the Secured Loan Agreements*".

The Retained Notes may only be held on the Issuer's behalf until (but not including) the Retained Note Cancellation Date specified in the applicable Pricing Supplement (if any), and the Issuer must therefore sell the Retained Notes prior to that Retained Note Cancellation Date, or else any Retained Notes that have not been so sold will be cancelled in accordance with Condition 9.9 (*Calculations*).

#### **Events of Default:**

Following an Event of Default in respect of any Series, the Note Trustee may, and if so requested by the holders of at least one-fourth in principal amount of the Notes of such Series then outstanding shall (subject to it being secured and/or indemnified and/or pre-funded to its satisfaction and, upon certain events, the Note Trustee having certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice to the Issuer and the Notes shall become immediately due and repayable.

The Events of Default include, *inter alia*, non-payment of any principal and interest due in respect of the Notes, failure of the Issuer to perform or observe any of its other obligations under the Conditions and the Note Trust Deed, insolvency, unlawfulness and acceleration, or non-payment, in respect of other indebtedness in an aggregate amount equal to or in excess of £10,000,000 (or its equivalent).

Upon the Notes becoming repayable prior to the Maturity Date (other than as a result of a prepayment or termination of any Loan Agreement), each Borrower is required to prepay its Loan in full together with accrued interest and commitment fee to and including the date of redemption. Each Borrower is also required to pay to the Issuer, within three Business Days of demand, its *pro rata* share of the Issuer's reasonable costs, expenses and liabilities throughout the life of the Notes.

#### **Series Security**

The Issuer's obligations in respect of each Series of Partly Secured Notes are secured pursuant to the Note Trust Deed in favour of the Note Trustee for the benefit of itself and the Noteholders and the other Series Secured Parties by the following (the **Series Security**):

- (a) an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreements, the Agency

Agreement and the Account Agreement, in each case to the extent that they relate to such Series;

- (b) a charge by way of first fixed charge over all moneys from time to time standing to the credit of the Series Transaction Account of such Series, and all debts represented thereby and any other bank or other accounts in which the Issuer may at any time have an interest in relation to such Series; and
- (c) a charge by way of first fixed charge over all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Series.

The Issuer's obligations in respect of each Series of Fully Secured Notes are secured pursuant to the Note Trust Deed in favour of the Note Trustee for the benefit of itself and the Noteholders and the other Series Secured Parties by the following (the **Series Security**):

- (a) an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreements, the Security Trust Deed, the Legal Mortgages, the Agency Agreement, the Account Agreement and the Custody Agreement, in each case to the extent that they relate to such Series;
- (b) a charge by way of first fixed charge over all moneys and/or securities from time to time standing to the credit of the Series Transaction Account, the Series Ongoing Cash Security Account, the Series Initial Cash Security Account and the Series Custody Account, in each case of such Series, and all debts represented thereby and any other bank or other accounts in which the Issuer may at any time have an interest in relation to such Series; and
- (c) a charge by way of first fixed charge over all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Series.

No Series of Notes will have access to the Series Security securing another Series of Notes, including, in particular, security over the rights, title and interest arising under any Loan Agreement or Series Underlying Security not specifically allocated to such Series whether prior to or after the Note Trustee has served a notice of enforcement on the Issuer in relation to any Series of Notes.

**Series Initial Cash Security Account (in respect of Fully Secured Notes):**

For so long as insufficient security has been granted (or procured to be granted) by the Borrowers in favour of the Security Trustee, and allocated for the benefit of the Issuer, to permit the drawing of any Commitment under any Secured Loan Agreement in full or the Borrowers have not otherwise drawn any part of the Initial Commitment under any Secured Loan Agreement, the amount of



the Commitment that remains undrawn (in respect of each Commitment, the **Undrawn Commitment**) shall (subject, in the case of any portion of the Commitment which is to be funded by a sale of Retained Notes, to receipt by the Issuer of the net sale proceeds thereof) be retained in a charged account (the **Series Initial Cash Security Account**) of the Issuer in respect of the relevant Series of Fully Secured Notes (and may be invested in Permitted Investments) in accordance with the terms of the Account Agreement and the Custody Agreement (the **Retained Proceeds**).

Any Retained Proceeds shall be advanced to one or more Borrowers at a later date pursuant to the relevant Secured Loan Agreement(s) to the extent that Properties of a corresponding value have been charged in favour of the Security Trustee, and allocated for the benefit of the Issuer, and, if applicable, subject to the sale by the Issuer of Retained Notes.

Funds standing to the credit of each Series Initial Cash Security Account may:

- (a) be held on deposit, in which case it shall accrue interest at the positive, negative or zero rate set by the Account Bank (as defined below) pursuant to the Account Agreement; or
- (b) be invested in Permitted Investments in accordance with the Custody Agreement.

See "*Permitted Investments*" below.

**Series Ongoing Cash Security Account (in respect of Fully Secured Notes):**

Pursuant to the Secured Loan Agreements, each Borrower is (or will be) required to procure that the specified asset cover ratio is maintained (see "*Description of the Secured Loan Agreements*" below). In the event that the value of the Apportioned Property multiplied by the Issuer's Security Percentage in respect of the relevant Secured Loan Agreement(s) is insufficient to maintain the relevant asset cover ratio, the Borrowers may deposit (or procure the deposit of) moneys into the relevant Series Ongoing Cash Security Account. Such moneys will be charged in favour of the Note Trustee pursuant to the terms of the Note Trust Deed.

Funds standing to the credit of each Series Ongoing Cash Security Account may:

- (a) be held on deposit, in which case they shall accrue interest at the positive, negative or zero rate set by the Account Bank pursuant to the Account Agreement; or
- (b) be invested in Permitted Investments in accordance with the Custody Agreement.

See "*Permitted Investments*" below.

Moneys standing to the credit of a Series Ongoing Cash Security Account may be withdrawn:

- (i) to be applied in the acquisition of Property to be charged in favour of the Security Trustee, and allocated for the benefit of the Issuer in respect of the relevant Series; or
- (ii) otherwise, to the extent that the specified asset cover ratio would not be breached immediately after such withdrawal,

and, in any event, if no Borrower Default or Potential Borrower Default has occurred and is continuing.

**Permitted Investments (in respect of Fully Secured Notes):**

Permitted Investments shall, in respect of each Series of Fully Secured Notes, consist of:

- (a) deposits with any bank or building society incorporated in the United Kingdom subject to such bank or building society having long-term senior unsecured debt credit ratings of not less than "A" from S&P, "A" from Fitch Ratings Ltd (**Fitch**) and "A2" from Moody's Investors Service Limited (**Moody's**);
- (b) deposits with any non-United Kingdom incorporated bank subject to such bank having long-term senior unsecured debt credit ratings of not less than "AA" from S&P and "Aa2" from Moody's;
- (c) full recourse debt instruments with a maturity no later than the earlier of:
  - (i) the date falling two years after the date of purchase; and
  - (ii) the Maturity Date of such Series,that are issued by EU credit institutions having long-term senior unsecured debt credit ratings of not less than "AAA" from S&P and "Aaa" from Moody's that are fully secured or "covered" by a pool of on-balance sheet collateral;
- (d) debt securities with a maturity no later than the earlier of:
  - (i) the date falling two years after the date of purchase, and
  - (ii) the Maturity Date of such Series,that are issued by supranational agencies having long-term senior unsecured debt credit ratings of not less than "AAA" from S&P and "Aaa" from Moody's;

- (e) money market funds having long-term senior unsecured debt credit ratings of not less than "AAAm" from S&P, "Aaa-mf" from Moody's or "AAAmmf" from Fitch; and
- (f) direct obligations of the United Kingdom or of any agency or instrumentality of the United Kingdom which are guaranteed by the United Kingdom with a maturity no later than the earlier of:
  - (i) the date falling two years after the date of purchase, and
  - (ii) the Maturity Date of such Series,

provided that in all cases, such investment shall be an investment which is denominated in the Specified Currency and is non-index linked.

In the event that any Permitted Investments are sold to fund a drawing by a Borrower pursuant to a Secured Loan Agreement and such sale results in a loss realised by the Issuer, such drawing to be made by the Issuer to such Borrower pursuant to such Secured Loan Agreement shall be advanced at a discount in an amount equal to the Actual Advance Amount (as defined in each Secured Loan Agreement).

In the event that any Permitted Investments are sold to fund an advance to a Borrower pursuant to a Secured Loan Agreement and such sale results in a gain realised by the Issuer (such gain, the **Permitted Investment Profit**), the Issuer shall advance monies to such Borrower in an amount equal to the Actual Advance Amount and may (at its discretion) make a Gift Aid Payment to a charitable member of the Group which is connected with the Group Parent (the Issuer being its wholly owned subsidiary) for the purposes of section 939G of the Corporation Tax Act 2010 (a **Charitable Group Member**) in an amount equal to the Permitted Investment Profit.

Immediately prior to the end of each accounting period, to the extent that the Issuer would otherwise be required to recognise a profit for tax purposes in respect of its Permitted Investments and/or Retained Notes as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Notes for that accounting period, the Issuer shall sell Permitted Investments in an aggregate amount equal to the amount required to offset or discharge any corporation tax liability (either by the payment of such corporation tax liability or by making a Gift Aid Payment to a Charitable Group Member) in respect of the Accounting Profit and may (at its discretion), in the same accounting period or such later period permitted under section 199 of the Corporation Tax Act 2010, make a Gift Aid Payment to any Charitable Group Member in an amount equal to the Accounting Profit.

The Issuer's right to make a Gift Aid Payment exists to the extent that there are distributable reserves available for such purpose in the Issuer and, prior to taking into account the Gift Aid Payment, the Issuer has taxable profits for corporation tax purposes in the accounting period in which the Gift Aid Payment is or would but for the above otherwise be made or treated as made by section 199 of the Corporation Tax Act 2010.

See "*Description of the Secured Loan Agreements*".

**Account Agreement,  
Custody Agreement and  
Retained Note Custody  
Agreement:**

The Issuer has appointed The Bank of New York Mellon, London Branch as its account bank (the **Account Bank**), its custodian in respect of its Permitted Investments (the **Custodian**) and its custodian in respect of the Retained Notes (the **Retained Note Custodian**) pursuant to the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement, respectively.

Pursuant to the Account Agreement, the Account Bank shall open and maintain:

- (a) a Series Transaction Account in respect of each Series of Notes; and
- (b) a Series Initial Cash Security Account (if required) and a Series Ongoing Cash Security Account in respect of each Series of Fully Secured Notes.

Pursuant to the Account Agreement and the Note Trust Deed, the Issuer has entered into certain covenants in respect of the monies which may be credited to and debited from each Account.

Pursuant to the Custody Agreement, the Custodian shall, subject to receipt of such documents as it may require, open a Custody Account (consisting of a Series Initial Cash Security Custody Sub-Account and a Series Initial Cash Security Cash Sub-Account (if required) and a Series Ongoing Cash Security Custody Sub-Account and a Series Ongoing Cash Security Cash Sub-Account), in respect of each Series of Fully Secured Notes. The Issuer has authorised the Custodian to make payments and delivery out of the Custody Account only for the purpose of any acquisition or sale of Permitted Investments or as set out therein.

Pursuant to the Retained Note Custody Agreement, the Retained Note Custodian shall, subject to receipt of such documents as it may require, open the Retained Note Custody Account (consisting of the Retained Note Custody Sub-Account and the Retained Note Cash Sub-Account). The Retained Note Custodian has agreed not to effect a transfer of any Retained Notes except with the prior written consent of the Note Trustee, and the Issuer has authorised the Retained Note Custodian to make other payments and delivery out of the Retained Note Custody Account only as set out therein.

See "*Description of the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement*" below.

**Guarantee and Indemnity:**

Each Borrower in respect of an Unsecured Loan Agreement entered into in connection with a Series of Partly Secured Notes will irrevocably and unconditionally:

- (a) guarantee to the Issuer the punctual performance by each other Borrower of all such Borrowers' obligations under, *inter alia*, their respective Unsecured Loan Agreements entered into in connection with such Series of Partly Secured Notes (such amounts being the **Guaranteed Amounts**);
- (b) undertake with the Issuer that, whenever any other Borrower does not pay any Guaranteed Amounts when due under its respective Unsecured Loan Agreement entered into in connection with such Series of Partly Secured Notes, it must, promptly on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Amounts as if it were the principal obligor; and
- (c) agree to indemnify the Issuer immediately on demand against any loss or liability suffered by the Issuer if any obligation guaranteed by it is or becomes illegal or invalid.

Each Borrower in respect of a Secured Loan Agreement entered into in connection with a Series of Fully Secured Notes will irrevocably and unconditionally:

- (a) guarantee to the Issuer the punctual performance by each other Borrower of all such Borrowers' obligations under, *inter alia*, their respective Loan Agreements, the Security Trust Deed and their respective Legal Mortgages, other than each other Borrowers' obligations to repay principal and any prepayment premium thereon pursuant to their respective Loan Agreements entered into in connection with such Series of Notes (such amounts being the **Guaranteed Interest and Fee Amounts**);
- (b) undertake with the Issuer that, whenever any other Borrower does not pay any Guaranteed Interest and Fee Amounts when due under its respective Loan Agreement entered into in connection with such Series of Notes, the Security Trust Deed or its respective Legal Mortgage(s), it must, promptly on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Interest and Fee Amounts as if it were the principal obligor;
- (c) undertake with the Issuer that, to the extent that the proceeds of the enforcement of the Series Underlying Security are insufficient to satisfy the Borrowers' obligations under their respective Loan Agreements

entered into in connection with such Series of Notes in full (the shortfall being the **Guaranteed Principal Amount**), it must, promptly on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Principal Amount as if it were the principal obligor; and

- (d) agree to indemnify the Issuer immediately on demand against any loss or liability suffered by the Issuer if any obligation guaranteed by it is or becomes illegal or invalid.

**Series Underlying Security (in respect of Fully Secured Notes):**

Pursuant to the Legal Mortgages and the Security Trust Deed, each Borrower in respect of a Secured Loan Agreement will create or procure the creation by an Eligible Group Member of the following security in favour of the Security Trustee and allocate for the benefit of, *inter alios*, itself and the Issuer:

- (a) first fixed legal mortgages over all of the right, title and interest from time to time in the properties specified in each Legal Mortgage; and
- (b) first fixed charges over, *inter alia*, the benefit of all plant and machinery, the Insurances (as defined in the Legal Mortgages) and all present and future licences, consents and authorisations in respect thereof,

and will also covenant that it will (following an Enforcement Event (as defined in the Legal Mortgages) which has occurred and is continuing unremedied or unwaived and has not been remedied within any applicable grace period) assign or procure the assignment to the Security Trustee for the benefit of itself and, *inter alios*, the Issuer, all of the rights, title and interest in and to certain agreements and covenants held by such Borrower, in each case in respect of the Secured Loan Agreements entered into in connection with each Series of Fully Secured Notes.

See "*Description of the Legal Mortgages and the Security Trust Deed*" below.

**Additions, substitution and release of Apportioned Properties (in respect of Fully Secured Notes):**

The Borrowers and any Eligible Group Members may charge (and/or allocate) or release (and/or reallocate) Charged Properties from any Series Underlying Security (and the Issuer shall consent to such charging (and/or allocation) or release (and/or reallocation)) subject to, and in accordance with, the requirements of the Secured Loan Agreements entered into in connection with the relevant Series of Fully Secured Notes and the Security Trust Deed.

See "*Description of the Secured Loan Agreements*" and "*Description of the Legal Mortgages and the Security Trust Deed*" below.

**Enforcement of the Series Underlying Security and the Series Security:**

Following a Borrower Default in respect of a Loan Agreement entered into in connection with a Series of Notes, the Issuer may declare the declare the Loan immediately repayable and/or (in

respect of Secured Loan Agreements) declare the Series Underlying Security in respect of such Series immediately enforceable. Pursuant to Clause 6 (*Default procedure*) of the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security in respect of the Secured Loan Agreements if instructed to do so by the Issuer (and then only if it has been indemnified and/or secured and/or pre-funded to its satisfaction).

In respect of each Series of Fully Secured Notes, the Issuer has assigned its rights under, *inter alia*, the Legal Mortgages and the Security Trust Deed, and, pursuant to Condition 6.3 (*Loan Agreements, Legal Mortgages and Security Trust Deed Consents Covenant*), has covenanted not to take any action or direct the Security Trustee to take any action pursuant thereto except with the prior consent of the Note Trustee. The Note Trustee may, but is not obliged to, seek the consent of the Noteholders in accordance with the Note Trust Deed prior to giving any such consent.

In enforcing the Series Security (including, in respect of the Fully Secured Notes, the Issuer's rights, title and interests in the Legal Mortgages and the Security Trust Deed insofar as they relate to the relevant Series) the Note Trustee may act in its discretion. It is, however, required to take action, pursuant to Condition 12.2 (*Enforcement*), where so directed by the requisite majority of the Noteholders provided, however, that it is secured and/or indemnified and/or pre-funded to its satisfaction.

See "*Description of the Legal Mortgages and the Security Trust Deed*" below.

**Priorities of Payments:**

Prior to the enforcement of the Series Security in respect of a Series of Notes, the Issuer shall apply the monies standing to the credit of the Series Transaction Account on each Interest Payment Date and such other dates on which a payment is due in respect of the Notes or otherwise permitted in accordance with the Programme Documents in the order of priority set out in Condition 5.1 (*Pre-enforcement*).

Following the enforcement of the Series Security in respect of a Series of Notes, all monies standing to the credit of the Series Transaction Account and (in respect of a Series of Fully Secured Notes) the Series Ongoing Cash Security Account and the Series Initial Cash Security Account in respect of such Series and the net proceeds of enforcement of the Series Security shall be applied in the order of priority set out in Condition 5.2 (*Post-enforcement*).

**Covenants:**

Pursuant to Condition 6.1, the Issuer has covenanted not to engage in any activity or do anything other than carry out the business of a company which has as its purpose raising finance and on-lending such finance to or for the benefit of the Group or perform any act

incidental to or necessary in connection with the aforesaid, without the consent of the Note Trustee.

The Issuer has also covenanted to deliver to the Note Trustee and, upon request by a Noteholder to the Issuer, to make available to any of the Noteholders, a copy of the Compliance Certificates received from the Borrowers pursuant to the terms of the Loan Agreements and a copy of the annual reports of each Borrower following publication of the same. In addition to the rights of Noteholders to convene a meeting pursuant to Condition 18 (*Meetings of Noteholders, Modification and Waiver*), at the request of the requisite majority of the Noteholders of any Series, the Issuer shall hold a meeting of the Noteholders to discuss the financial position of the Issuer and the Group, provided that the Issuer shall not be required to hold any such meeting more than once in any calendar year.

In addition, the Issuer has covenanted that, for so long as any of the Notes remain outstanding, it shall not consent to any waiver, amendment or modification of, or take any action or direct the Security Trustee to take any action pursuant to, the Loan Agreements and (in respect of each Series of Fully Secured Notes) the Legal Mortgages or the Security Trust Deed except with the prior consent of the Note Trustee. The Note Trustee may seek the consent of the Noteholders in accordance with the Note Trust Deed prior to giving any such consent.

**Meetings of Noteholders:** The Conditions of the Notes and the Note Trust Deed contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders of the relevant Series including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

**Risk Factors:** There are certain factors that may affect the Issuer's and/or a Borrower's and/or an Eligible Group Member's ability to fulfil their obligations under Notes issued under the Programme and/or the Loan Agreements and/or (in respect of the Fully Secured Notes) the Legal Mortgages. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".

**Rating:** The Group and the Programme (in relation to Fully Secured Notes only) have been rated "A+" by S&P. Series of Notes issued under the Programme may be rated by S&P or may be unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Pricing Supplement and (in the case of Fully Secured Notes) will not necessarily be the same as the rating assigned to the Programme in relation to Fully Secured Notes. A security rating is not a recommendation to buy, sell or hold securities and may be



subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

<b>Admission to trading:</b>	<p>Application has been made for Notes issued under the Programme to be admitted to trading on the ISM.</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the relevant Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Pricing Supplement will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
<b>Arranger and ESG Structuring Adviser:</b>	NatWest Markets Plc
<b>Dealers:</b>	<p>Banco Santander, S.A. Barclays Bank PLC Lloyds Bank Corporate Markets plc NatWest Markets Plc SMBC Nikko Capital Markets Limited</p> <p>and any other Dealers appointed in accordance with the Programme Agreement.</p>
<b>Note Trustee and Security Trustee:</b>	The Law Debenture Trust Corporation p.l.c.
<b>Principal Paying Agent, Agent Bank, Account Bank, Custodian and Retained Note Custodian:</b>	The Bank of New York Mellon, London Branch
<b>Governing Law:</b>	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
<b>Selling Restrictions:</b>	There are restrictions on the offer, sale and transfer of the Notes in the United States, the UK, the EEA, Japan, Australia, Hong Kong, Republic of Korea, Singapore and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see " <i>Subscription and Sale</i> ".
<b>United States Selling Restrictions:</b>	Regulation S, Category 1/2. TEFRA C or TEFRA D, as specified in the applicable Pricing Supplement.

## Risk Factors

*In purchasing Notes, investors assume the risk that the Obligors may become insolvent or otherwise be unable to make all payments due in respect of the Notes or the Guarantee. There is a wide range of factors which individually or together could result in the Obligors becoming unable to make all payments due. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Obligors may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Obligors' control. The Issuer has identified in these Programme Admission Particulars a number of factors which could materially adversely affect the business of the Obligors and their ability to make payments due.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*Prospective investors should also read the detailed information set out elsewhere in these Programme Admission Particulars and reach their own views prior to making any investment decision.*

### **Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme**

**Special Purpose Vehicle Issuer:** The Issuer is a special purpose finance entity with no business operations other than the incurrence of financial indebtedness, including the issuance of the Notes, on-lending the proceeds thereof to or for the benefit of the Group and investing in Permitted Investments. As such the Issuer is entirely dependent upon receipt of funds from the Borrowers in order to fulfil its obligations under the Notes.

**Credit Risk:** The Issuer, and therefore payments by the Issuer in respect of the Notes, will be subject to the credit risk of the Borrowers. The Issuer will be subject to the risk of delays in the receipt, or risk of defaults in the making, of payments due from the Borrowers in respect of the Loan Agreements. Delays in the receipt of payments due from any Borrower under its Loan Agreement entered into in connection with a Series of Notes could adversely affect the ability of the Issuer to fulfil its payment obligations under the Notes of such Series.

**Effect of Losses on Loan on Interest Payments and Repayments on the Notes:** There can be no assurance that the levels or timeliness of payments or collections received in respect of the Loans will be adequate to ensure fulfilment of the Issuer's obligations to the Noteholders in respect of the Notes on each Interest Payment Date, any Instalment Date or the Maturity Date. In addition, in respect of Fully Secured Notes, a default by a Borrower under its Loan Agreement could ultimately result in the enforcement of the Series Underlying Security in relation to the Fully Secured Notes of the relevant Series. The proceeds of any such enforcement may be insufficient to cover the full amount due from the Borrowers resulting in a shortfall in funds available to repay the Fully Secured Notes of the relevant Series. However, it is expected that, in the event that any Borrower's payment obligations under its Loan Agreement are not fulfilled, the other Borrowers will fulfil such obligations, in accordance with their respective guarantees, without the need (in the case of the Fully Secured Notes) to enforce the Series Underlying Security or (in the case of all Notes) to seek recourse through the courts.

### **Factors which may affect the Borrowers' ability to fulfil their obligations under the Loan Agreements**

#### **A. Risks relating to the Borrowers' Financial Situation**

**Disruption due to outbreak of coronavirus (COVID-19):** The outbreak, or threatened outbreak, of any severe communicable disease such as COVID-19 (commonly referred to as coronavirus) and regulators' or market fears about the same, may adversely affect the business of the Borrowers. At the date of

these Programme Admission Particulars, each Original Borrowers is continuing to monitor the full extent of the outbreak, or the impact, if any, on its operations but has taken, and continues to take, preparations and precautions to address the potential impact of the disease on its workforce, residents and tenants, and will continuously monitor the situation to ensure those preparations and precautions are regularly updated as necessary having regard to national scientific and health advice.

The Original Borrowers' profits may decline during any such outbreak and recovery period. Potential causes are as follows:

- increased expenditure on repairs should the ability to conduct timely routine maintenance be affected;
- increased recruitment of temporary staff should availability of the Original Borrowers' own employees be impacted by illness or the need to self-isolate;
- reduced levels of rental income should customers' ability to pay their rents on time be impacted, leading to increased rental arrears; should it become more difficult to re-let properties, leading to increased voids; or should it become more difficult to complete construction of new schemes, leading to fewer new units becoming available for sale or for rental;
- reduced levels of sales income should housing market transactions decline as the result of an outbreak; and
- increased expenditure on measures to support the wellbeing of customers.

If any of these occur, this may adversely affect the ability of the Borrowers to meet their payment obligations under the Loan Agreements, which in turn could affect the ability of the Issuer to comply with its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

**Fire Safety Cost Risk:** Following the tragic events at Grenfell Tower in the Royal Borough of Kensington and Chelsea, the Original Borrowers completed fire risk assessments on all of the blocks they own with six storeys or more. In total, the Original Borrowers have 15 properties of 18 metres and higher and one property with ACM type cladding. This property is empty. Works to remove and replace the cladding will commence in August 2021, the cost of which is expected to be covered by settlements received from third parties.

The Original Borrowers spent £996,228 in the financial year ending 31 March 2021 on fire safety related programmes. No provision has been recognised for fire safety works costs and the removal of cladding on high rise blocks, as these are budgeted in the year (or years) the works are scheduled to take place. These works along with the replacement of the cladding and associated works will be completed over the following two years. An amount of £860,000 has been budgeted for fire safety related works for the financial year ending 31 March 2022 with an additional £400,000 per annum for the four financial years following, up to the year ending 31 March 2026.

Full fire risk assessment compliance on other properties is progressing more slowly than expected due to Covid-19. However, as at 31 March 2021, there were no outstanding critical fire actions.

In January 2020 the Secretary of State for Housing, Communities and Local Government announced the introduction of a new building safety regulator, advised owners of all multi-storey and multi-occupied residential buildings to undertake investigations into external wall systems and fire doors, and indicated further testing of the cladding of properties below six storeys and over 11 metres high would be expected.

If a Borrower was faced with material unforeseen renovation, maintenance and modernisation costs which it could not effectively fund, this could have an adverse impact on its ability to meet its payment obligations under its Loan Agreement(s) and, in turn, the Issuer's ability to meet its payment obligations on a timely basis under the Notes of the relevant Series.

**Capital Resources Risk:** To mitigate liquidity risk and augment their capital resources, the Original Borrowers currently rely on financing through existing bond debt, secured term and revolving credit facilities from major banks and building societies. As at 31 March 2021, the Original Borrowers had total debt of £1,091.2 million (including premiums and discounts). This comprises £677.4 million for Stonewater, £339.7 million for Stonewater 2 and £74.1 million for Stonewater 5. Any Original Borrower (and any Additional Borrower) could find itself unable to access sources of financing if bank or building society lines become unavailable to that Borrower (for example, if banks and building societies are unable to provide new facilities, or extend existing facilities, or are unable to meet commitments to provide funds under existing committed lines) or if a reduction in its credit rating makes the cost of accessing the public and private debt markets prohibitive. This may affect a Borrower's ability to meet its payment obligations under its Loan Agreement(s) and, in turn, the Issuer's ability to meet its obligations under the Notes of the relevant Series.

**Risks relating to withdrawal of the UK from the European Union:** On 31 December 2020, the UK withdrew from the European Union (the **EU**). The UK's current relationship with the EU, as regards trade, nuclear operations, and security cooperation, is governed by the European Union (Future Relationship) Act 2020 (**EUFRA 2020**), which received its Royal Assent on 30 December 2020. As at the date of these Programme Admission Particulars, it is too early to determine the consequences (if any) of the EUFRA 2020 on the Group's business and whether these could adversely affect the ability of the Borrowers to meet their payment obligations under the Loan Agreements and, in turn, the ability of the Issuer to meet its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

**Pensions Risk:** Stonewater and Stonewater 2 participate in the following defined benefit pension schemes:

- Social Housing Pension Scheme (**SHPS**) administered by TPT Retirement Solutions; and
- Local Government Pension Scheme (**LGPS**) administered by Dorset County Council (**DCPF**).

Financial Reporting Standard 102 (**FRS 102**) sets out the accounting standards for defined benefit pensions. Under FRS 102, actuarial valuations by a professional actuary must be obtained at intervals not exceeding three years.

Stonewater 5 does not currently employ any employees and does not participate in any pension schemes.

### SHPS

SHPS is a multi-employer, multi-benefit pension scheme, which provides benefits to some 500 non-associated employers.

Valuations of the scheme (as a whole) are carried out on a triennial basis. The results of the 30 September 2020 valuation are still awaited from TPT, therefore the last known results from a triennial valuation are from 30 September 2017. These showed the market value of the whole scheme's assets as £4,553 million, with whole scheme liabilities of £6,075 million, revealing a shortfall of assets compared with the value of liabilities of £1,522 million.

Both Stonewater and Stonewater 2 are admitted employers within the defined benefit structure of SHPS.

The total employer contributions (in respect of the defined benefits structure only) that the Original Borrowers made to SHPS during the financial year ended 31 March 2021 was £3.1 million.

#### *Stonewater*

As at 31 March 2021, on an FRS102 basis, Stonewater's overall liability was valued at £13.0 million. As at 30 September 2020, there were 42 active members, 253 deferred members and 196 pensioners. The scheme is now closed to new members, therefore the active members in the member breakdown are in respect of hybrid members whom are now members of the SHPS defined contribution scheme but have a maintained salary link to the SHPS defined benefit scheme.

The total employer contributions that Stonewater made to SHPS during the financial year ended 31 March 2021 was £1.3 million.

A Recovery Plan has been put in place with the aim of removing this deficit by 30 September 2026. The Scheme is classified as a 'last-man standing arrangement'. Therefore, Stonewater is potentially liable for other participating employers' obligations if those employers are unable to meet their share of the scheme deficit following withdrawal from the Scheme. Participating employers are legally required to meet their share of the Scheme deficit on an annuity purchase basis on withdrawal from the Scheme.

Under the Recovery Plan, from 1 April 2019, in addition to employer contributions, Stonewater was required to pay annual deficit contributions of £1.3 million for the year. These payments increased by 2 per cent. from 1 April 2020, and by a further 2 per cent. from April 2021 and will keep increasing increase annually by 2 per cent. on each 1 April until September 2026. This annual deficit contribution is required to meet the shortfall within the scheme.

#### *Stonewater 2*

As at 31 March 2021, on an FRS102 basis, Stonewater 2's overall liability was valued at £13.7 million. As at 30 September 2020, there were 49 active members, 237 deferred members and 207 pensioners. The scheme is now closed to new members, therefore the active members in the member breakdown are in respect of hybrid members whom are now members of the SHPS defined contribution scheme but have a maintained salary link to the SHPS defined benefit scheme.

The total employer contributions that Stonewater 2 made to SHPS during the financial year ended 31 March 2021 was £1.7 million.

A Recovery Plan has been put in place with the aim of removing this deficit by 30 September 2026. The Scheme is classified as a 'last-man standing arrangement'. Therefore, Stonewater 2 is potentially liable for other participating employers' obligations if those employers are unable to meet their share of the scheme deficit following withdrawal from the Scheme. Participating employers are legally required to meet their share of the Scheme deficit on an annuity purchase basis on withdrawal from the Scheme.

Under the Recovery Plan, from 1 April 2019, in addition to employer contributions, Stonewater 2 was required to pay annual deficit contributions of £1.7 million for the year. These payments increased by 2 per cent. from 1 April 2020, and by a further 2 per cent. from April 2021 and will keep increasing increase annually by 2 per cent. on each 1 April until September 2026. This annual deficit contribution is required to meet the shortfall within the scheme.

#### LGPS

The LGPS is a public sector pension scheme independently administered locally through various regional pension funds and is also a multi-employer scheme. The LGPS is a defined benefit scheme which is currently based on average earnings over a member's career.

DCPF is a pension fund within the LGPS. Stonewater participates in the DCPF.

### DCPF

The FRS102 Valuation Report for the year ending 31 March 2021 produced by the Scheme Actuary shows a net liability of £5.2 million. As at 31 March 2019, there were 2 active members, 19 deferred members and 28 pensioners. The employer contributions for the period to 31 March 2021 are estimated to be £153,000.

### General points

There may be certain circumstances in which the sponsoring employers of the pension arrangements listed above are required to make good the funding deficit. Certain forms of restructuring of a Borrower may result in circumstances in which a funding deficit has to be met. For example, a transfer of engagements or a transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) could lead to a crystallisation of a net pension liability. However, the Original Borrowers always carefully consider (and each Additional Borrower is expected to carefully consider) the pension implications of restructuring proposals and wherever possible ensures that such restructurings are organised to avoid pension liabilities crystallising.

There is also a risk that a Borrower could be required to contribute to pension schemes on the basis that they are parties "connected to" or "associated with" the relevant employers, whether or not they themselves are classified as "employers".

The Pensions Regulator may require certain parties to make contributions to certain pension schemes that have a deficit.

A contribution notice could be served on a Borrower if it is connected/associated with an employer in a defined benefit scheme and if it was a party to, or knowingly assisted, an act of deliberate failure to act which (i) has detrimentally affected in a material way the likelihood of accrued scheme benefits being received by or in respect of members, unless the Pensions Regulator is satisfied that the Borrower has a statutory defence, or (ii) the main purpose or one of the main purposes of which was either (a) to prevent the recovery of the whole or any part of a debt which was, or might become, due from the employer under Section 75 of the Pensions Act 1995; or (b) to prevent such a debt becoming due, to compromise or otherwise settle such a debt, or to reduce the amount of such debt which would otherwise become due.

A financial support direction could be served on a Borrower if it is connected to/associated with an employer in a defined benefit scheme (which could include SHPS) which is a service company or insufficiently resourced. A service company is a group company whose turnover is solely or principally derived from amounts charged for supplying employees to other members of the group. An employer is insufficiently resourced if the value of its resources is less than 50 per cent. of the pension scheme's deficit calculation on an annuity buy-out basis but if the value of the resources of one or more connected/associated persons, when added to the employer's resources, would at least equal 50 per cent. of the estimated employer debt calculated on an annuity buy-out basis. For the resources of more than one connected/associated employer to be taken into account, they must also be connected/associated with each other.

A financial support direction or contribution notice can only be served where the Pensions Regulator considers it is reasonable to do so.

If a contribution notice or financial support direction were to be served on a Borrower, this could have an adverse impact on the cash flow of the business. If the amount payable under a contribution notice or support direction was material, this could adversely affect its ability to meet its payment obligations

on a timely basis under its financing arrangements and an adverse impact on the ability of that Borrower to comply with its payment obligations under its Loan Agreement(s) and, accordingly, on the Issuer's ability to meet its payment obligations under the Notes.

## **B. Risks Related to the Borrowers' Business Activities and Industry**

**Change in Government Policy on Rents:** By virtue of their investment in, and management of, social housing assets the Original Borrowers' business (and business model) is (and each Additional Borrower's business (and business model) is expected to be) highly sensitive to UK Government policy in relation to housing. The turnover of each Original Borrower is predominantly social housing letting activity. For the financial year ended 31 March 2021 it represented 86 per cent. of the combined turnover of the Original Borrowers.

In particular, the Original Borrowers are (and any Additional Borrower is expected to be) sensitive to policies impacting either the rent they are able to charge on social housing assets or their ability to recover rents due from residents, such as:

- (a) the rate at which social housing rents may index over time, under powers conferred through the Housing and Regeneration Act 2008. Current policy allows rents to index at CPI + 1 per cent. for five years from the 2020/21 financial year;
- (b) the rate of increase or decrease of the Local Housing Allowance. This is the rate which is used in some cases to determine the maximum level of housing benefit receivable by residents; and
- (c) the availability of benefit payments to support residents unable to otherwise pay rents due. As at 30 June 2021, the Original Borrowers received around 55.9 per cent. of their social housing rental income from housing benefit payable by local authorities. If there is a reduction or termination by the UK Government of housing benefit, then this may accordingly have an adverse impact on the payment of rent, as the tenants would have to pay a higher proportion of the rent themselves.

It is possible that the current Covid-19 outbreak (see "*Disruption due to outbreak of coronavirus (COVID-19)*" above) could lead to changes to the UK Government's housing policy. Lower rental income could adversely affect the ability of the Borrowers to meet their payment obligations on a timely basis under the Loan Agreements which, in turn, may have an adverse effect on the Issuer's ability to meet its obligations to the Noteholders in respect of the Notes.

**Rental Income Risk:** The Original Borrowers' turnover depends on their capacity to collect rents due (**arrears**), and to let properties which are void (**voids**). Both depend on effective operations, effective working relationships with local nominating boroughs and a sound policy framework. If either arrears or voids increase significantly it could adversely affect the ability of a Borrower to meet its payment obligations on a timely basis under its Loan Agreement(s).

The Original Borrowers have 8,489 known claimants through the Universal Credit system, as at July 2021. As at 31 March 2021, the Original Borrowers' rent arrears were at 5.31 per cent. The Original Borrowers have experienced a small increase in rent arrears since the start of the Covid-19 outbreak but have met anticipated targets for the financial year ended 31 March 2021.

Universal Credit is likely to increase transaction costs and the receipt of rental payments by the Borrowers, as landlords, may be delayed by the failure of tenants to apply for Universal Credit and/or regularly pay rent which is due in addition to the housing benefit and/or pass on the housing benefit payments to the landlord. In such circumstances, non-payment, partial payment or any delay in payment of rent could increase rental income arrears and bad debts, and could adversely affect the ability of a Borrower to meet its payment obligations on a timely basis under its Loan Agreement(s) which, in turn,

may have an adverse effect on the Issuer's ability to meet its obligations to the Noteholders in respect of the Notes.

**Housing Downturn Risk and Sales Risk:** The Original Borrowers have (and an Additional Borrower may have) some exposure to housing market downturn risk through its shared ownership first tranche sales and social housing sales through the Group's asset management strategy.

In the financial year ended 31 March 2021, the income on first tranche shared ownership sales by the Original Borrowers of these assets was £22.2 million compared to total turnover for the year of £210.4 million.

The Original Borrowers have a strategy of proactive asset management. For the period ended 31 March 2021, disposals of assets in the form of right to buy, right to acquire, staircasing and final staircasing from shared ownership income have amounted to £10.3 million which is 5 per cent. of turnover. The surplus from these disposals is £4.2 million.

The impact of Covid-19 on the wider economy and employment in areas where the Original Borrowers have sales may significantly reduce market confidence and demand as well as reduce sales values.

The exposure to market risk could have an impact on a Borrower's ability to meet its payment obligations under its Loan Agreement(s) and, accordingly, on the Issuer's ability to meet its payment obligations under the Notes.

**Development Risk:** Residential property is subject to varying degrees of market and development risk. Market risks include the economic environment and the risk of changes to UK Government regulation, including, but not limited to, regulation relating to planning, taxation, landlords and tenants and welfare benefits which could affect positively and negatively tenant trends in the United Kingdom. Development of existing sites and acquisition of additional sites may be subject to economic and political conditions, the availability of finance facilities and the cost of facilities where interest rates and inflation may also have an effect.

The Original Borrowers also depend, and any Additional Borrower may depend, on an extensive network of contracted third party suppliers for its housing development programme. The Borrowers' ability to meet their obligations under the Loan Agreements are in part a function of the capacity and capability of these suppliers.

The development of units will be subject to the risks referred to above. This could have an adverse impact on a Borrower's cashflows and therefore its ability to meet its payment obligations under its Loan Agreement(s) which, in turn, could have an adverse impact of the ability of the Issuer to meet its payment obligations under the Notes of the relevant Series.

**Housing Grant Risk:** The Original Borrowers receive (and Additional Borrowers may receive) grant funding from Homes England, which is used to fund the acquisition and development of housing properties and their components. As at 31 March 2021, the value of grant received in respect of these properties that had not been disposed of was £651.4 million.

Due to the nature of grant funding, there is a risk that the amount of funding available and the terms of grants will vary. Following approval of a grant there is a risk that the Homes England may revise the terms of a grant and reduce entitlement, suspend or cancel any instalment of such a grant. In certain circumstances (including, but not limited to, failure to comply with conditions or a disposal of the property funded by a grant), the grant may be required to be repaid or reused. Any such reduction in, withdrawal of, repayment or re-use of grant funding could adversely impact the future development and/or the financial standing of a Borrower and, accordingly, its ability to make repayment due under its Loan



Agreement(s) which, in turn, could adversely affect the Issuer's ability to make payments on the Notes of the relevant Series.

**Permitted Re-organisation Risk:** The Loan Agreements will permit the Borrowers to undertake Permitted Reorganisations. In such circumstances, the resulting entity's credit risk may change.

**Operational Risk:** Operational risks may result from major systems failure or breaches in systems security and the consequences of theft, fraud, health and safety and environmental issues, natural disaster and acts of terrorism. There is an increased cyber security risk due to remote working as a result of Covid-19. These events could result in financial loss to the Original Borrowers and hence the Issuer.

**Risks related to Stock Condition:** In order to comply with regulatory requirements such as the Decent Homes Standard, the Original Borrowers invest a significant amount in their property stock on an annual basis. New regulations, for example with regard to health, building safety and climate change, may significantly impact the required levels of spending on existing properties in the future. If any Borrower were faced with material unforeseen renovation, maintenance or modernisation costs, this could impact upon such Borrower's cash flow and ability to meet its payment obligations under its Loan Agreement(s) which, in turn, could adversely affect the Issuer's ability to make payments on the Notes of the relevant Series.

A main theme emerging related to stock condition is UK zero carbon targets. On 3 December 2020, the UK announced ambitious new targets, setting it on the path to net zero carbon emissions by 2050. The plan aims for a reduction of at least 68 per cent. in greenhouse gas emissions by the end of the decade, compared to 1990 levels. As a large producer of carbon emissions, producing 22 per cent. of the UK's total emissions, the social housing sector will need to make significant investments to timely meet the zero carbon target.

Whilst the Original Borrowers plan to incorporate retrofit actions into their wider asset management strategy, the extent of investment for the Original Borrowers is unknown as the costs and ways of retrofitting and materials will evolve with new available technologies. If any Borrower were faced with material costs to meet zero carbon targets, this could have an adverse impact on such Borrower's cash flows and ability to meet its payment obligations on a timely basis under its Loan Agreement(s) which, in turn, could adversely affect the Issuer's ability to make payments on the Notes of the relevant Series.

**Risks related to data protection:** As housing associations, the Borrowers collect and process large amounts of personal data from customers, employees and business partners. Large organisations, such as the Group, are becoming targets for cyber-crime. There is a risk that this data could be stolen, corrupted and/or misused as a result of internal or external activities, such as hacking. This could put pressure on the Borrowers' resources in order to combat or react to such activities, which, in turn, could affect their ability to meet payment obligations under a Loan Agreement and, in turn, the ability of the Issuer to meet its payment obligations under the Notes.

The Original Borrowers are required to comply with data protection and privacy laws in the UK. This includes compliance with the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law by the EUWA and as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (**UK GDPR**). UK GDPR imposes a high burden on the industry and restricts the Original Borrowers' ability to use data, including through granting customers a "right to be forgotten" and a requirement for informed opt-in consent by customers to the processing of their data. Failure to comply with these requirements can result in significant fines equal to 4 per cent. of the Group's annual turnover. Therefore, there is a risk that, if any Borrower does not process the data it collects correctly and in accordance with UK GDPR, it will receive a fine. This could have an adverse effect on such Borrower's financial condition, which could affect its ability to meet

its payment obligations under its Loan Agreement(s) and, in turn, the ability of the Issuer to meet its payment obligations under the Notes of the relevant Series.

### **C. Legal and Regulatory Risks**

**Legal and Compliance Risk and Health and Safety Risk:** The Original Borrowers know the significance to their operations of, and are focused on, adhering to all legal and compliance legislation. The Original Borrowers are not currently aware of any material failure to adhere to applicable health and safety or environmental laws, litigation or breach of regulatory laws, or failure to comply with corporate, employee or taxation laws.

The Original Borrowers (and any Additional Borrower will be required to carry out) carry out health and safety checks of its properties on an on-going basis, including, but not limited to gas safety checks. Failure to adequately maintain and test gas appliances are safe or repair gas pipework, gas appliances and associated flues, could result in death or injury, destruction or damage to property. The Original Borrowers have just over 20,432 dwellings that require an annual gas safety check and 93 communal boilers in schemes with a responsibility for servicing. As at 31 March 2021, 99.86 per cent. of all properties had a valid gas safety record and 29 properties out of 20,525 were overdue.

If a Borrower failed to comply with such laws and regulations were to occur in the future, this could have an adverse impact on such Borrower's results of operations.

As at the date of these Programme Admission Particulars, litigation claims made against the Original Borrowers have not had a material impact on the revenue or business of the Original Borrowers, although there can be no assurance that the Original Borrowers (or any Additional Borrower) will not, in the future, be subject to a claim which may have a material impact upon its revenue or business.

Furthermore, the Original Borrowers have the benefit of insurance for, among others, employer's liability, public liability and directors' and officers' liability at levels which the management of the Original Borrowers considers to be prudent for the type of business in which the Original Borrowers are engaged and commensurate with Registered Providers of Social Housing of a similar size.

**Regulatory Risk:** The Original Borrowers' housing activities are (and each Additional Borrower's housing activities will be) regulated by the Regulator of Social Housing (the **Regulator**). The Group is currently rated "G1" and "V1" for governance and financial viability. Any breach of new or existing regulations could lead to the exercise of the Regulator's statutory powers. Any such intervention by the Regulator in respect of a Borrower may affect the ability of such Borrower to meet its payment obligations under its Loan Agreement(s), which could in turn affect the ability of the Issuer to meet its payment obligations under the Notes.

On 17 November 2020 the Government published "*The Charter for Social Housing Residents: Social Housing White Paper*" (the **White Paper**). This document sets out wide-ranging proposals to transform and strengthen the regulatory regime to ensure it holds all Registered Providers of Social Housing to account for the services they deliver, drives good service for tenants and protects economic regulation. See further "*Description of the Regulation and Funding Environment applicable to the Borrowers*" below.

The measures are likely to include increased legislative obligations on the Borrowers in relation to health and safety matters and will also place further reporting obligations on the Borrowers in terms of its communications with tenants. It is likely that there will be associated costs for the Borrowers with these measures.

Any breach of the new measures once they are in force could lead to the exercise of the Regulator's statutory powers. As part of the new measures, there is an intention to strengthen the Regulator's enforcement powers to tackle failing Registered Providers of Social Housing. This will include removing

the cap on the level of fines the Regulator may charge. Any such intervention by the Regulator in respect of a Borrower may affect the ability of a Borrower to meet its payment obligations under its Loan Agreement(s), which could in turn affect the ability of the Issuer to meet its payment obligations under the Notes.

### **Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

**Redemption prior to maturity:** In the event that the Notes become repayable prior to maturity either following an Event of Default (as defined in Condition 12.1 (*Events of Default*)), due to taxation reasons (pursuant to Condition 9.2 (*Redemption for tax reasons*)), upon a Borrower Default or one or more of the Borrowers ceasing to be a Registered Provider of Social Housing (pursuant to Condition 9.6 (*Mandatory Early Redemption*)) or at the option of the Issuer (pursuant to Condition 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*), Condition 9.4 (*Maturity Call Par Option*) or Condition 9.5 (*Residual Call Option*)), the Notes will be redeemed in full in an amount equal to that specified in the applicable Pricing Supplement, plus accrued interest. In such circumstances it may not be possible for an investor to reinvest the redemption proceeds at an effective rate of interest as high as the interest rate on the Notes. Furthermore, the optional redemption feature of the Notes is likely to limit their market value as the market value generally will not rise substantially above the price at which they can be redeemed.

**The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks":** Interest rates and indices which are deemed to be "benchmarks", including EURIBOR, are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK (which, for these purposes, includes the United Kingdom). Among other things, it:

- (a) requires benchmark administrators to be authorised or registered (or, if non-UK-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and
- (b) prevents certain uses by UK supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The UK Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the UK Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other

things, that continuing to reference EURIBOR in relevant contracts (without more robust fallback provisions) may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, EURIBOR will continue to be supported going forwards. This may cause EURIBOR to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks:

- (a) discouraging market participants from continuing to administer or contribute to a benchmark;
- (b) triggering changes in the rules or methodologies used in the benchmark; and/or
- (c) leading to the disappearance of the benchmark.

Any of the above changes, or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The Conditions of the Notes provide for certain fallback arrangements in the event that an Original Reference Rate and/or any page on which an Original Reference Rate may be published (or any other successor service) becomes unavailable or a Benchmark Event (as defined in the Conditions) otherwise occurs. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Conditions), with or without the application of an adjustment spread and may include amendments to the Conditions of the Notes to ensure the proper operation of the successor or replacement benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser). An adjustment spread, if applied, could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an adjustment spread and, even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nevertheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Rate (including with the application of an adjustment spread) may still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time. It should also be noted that fallbacks for benchmarks in hedges may operate differently than under Notes. Investors are recommended to consult their own independent advisers.

***If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned:***

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the

Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

**Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates:** The market values of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

**Modification, waivers and substitution:** The Conditions of the Notes and the Note Trust Deed contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions of the Notes and the Note Trust Deed also provide that the Note Trustee may, without the consent of the Noteholders:

- (a) agree to any modification (except as stated in the Note Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or any Programme Document (to which it is a party);
- (b) determine without the consent of the Noteholders that any Potential Event of Default or Event of Default shall not be treated as such; or
- (c) agree to the substitution of another company, registered society or other entity as principal debtor under the Notes in place of the Issuer, in the circumstances described in the Conditions,

provided, in each case, that the Note Trustee is of the opinion that to do so would not be materially prejudicial to the interests of Noteholders.

**Denominations involve integral multiples: definitive Notes:** In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

**Change in Law:** Changes in law may affect the rights of Noteholders as well as the market value of the Notes. The Conditions of the Notes are based on English law and regulatory and administrative practice

in effect as at the date of these Programme Admission Particulars. No assurance can be given as to the impact of any possible judicial decision or change to English law or regulatory or administrative practice in the United Kingdom after the date of these Programme Admission Particulars. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the Notes, which may have an adverse effect on an investment in the Notes.

On 17 November 2020 the Government published "*The Charter for Social Housing Residents: Social Housing White Paper*" (the **White Paper**). This document sets out wide-ranging proposals to transform and strengthen the regulatory regime to ensure it holds all Registered Providers of Social Housing to account for the services they deliver, drives good service for tenants and protects economic regulation. See further "*Description of the Regulation and Funding Environment applicable to the Borrowers*" below for further details of the measures.

The measures are likely to include increased legislative obligations on the Borrowers in relation to health and safety matters and will also place further reporting obligations on the Borrowers in terms of its communications with tenants. It is likely that there will be associated costs for the Borrowers in complying with these measures.

Any breach of the new measures once they are in force could lead to the exercise of the Regulator's statutory powers. As part of the new measures, there is an intention to strengthen the Regulator's enforcement powers to tackle failing Registered Providers of Social Housing. This will include removing the cap on the level of fines the Regulator may charge. Any such intervention by the Regulator in respect of a Borrower may affect the ability of such Borrower to meet its payment obligations under its Loan Agreement and could trigger an event of default under its other loan agreements, which could in turn affect the ability of the Issuer to meet its payment obligations under the Notes.

**Taxation:** Under the Conditions of the Notes (see Condition 10 (*Taxation*) below), the Issuer may, but will not be obliged to, gross up payments in respect of the Notes if any deduction or withholding on account of tax is imposed. In the event that any deduction or withholding on account of tax is imposed and the Issuer does not opt to gross up payments in respect of the Notes or any Series (or, if having previously opted to gross up notifies the Note Trustee and the Noteholders of such Series of its intention to cease grossing up payments in respect of such Notes), the Notes of such Series will be redeemed in accordance with Condition 9.2 (*Redemption for tax reasons*). In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes of such Series. In addition, any amounts in respect of accrued interest which fall due on any such redemption of the Notes (and, where the redemption follows the next following Interest Payment Date, such Interest Payment Date) shall be paid subject to the required withholding or deduction and the Issuer shall not be obliged to pay any additional amounts in respect thereof. The Noteholders will therefore bear the risk of any such withholding or deduction in respect of the period from the previous Interest Payment Date to the date of redemption.

Each Loan Agreement will require that if any withholding or deduction is required by law to be made by the relevant Borrower thereunder, the amount of the payment due from such Borrower shall be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.

For a description of the current United Kingdom law and practice relating to withholding tax treatment of the Notes, see below in "*Taxation*".

**Use of Proceeds / Sustainability Bonds:** To the extent specified in the applicable Pricing Supplement, Notes issued under the Programme are intended to be Sustainability Bonds (as defined in the International Capital Market Association's (ICMA) Sustainability Bond Guidelines) and the net proceeds

from the issue of Notes of each Series will be used by the relevant Borrower for sustainable purposes as set out in the applicable Pricing Supplement.

No assurance is given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person that the use of the proceeds of issue of any Notes will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates.

If the use of proceeds of any issue of Notes is a factor in a prospective investor's decision to invest in such Notes, they should consider the disclosure in the section headed "*Sustainable Finance Framework*" below and applicable Pricing Supplement and consult with their legal or other advisers before making an investment in the Notes and must determine for themselves the relevance of such information for the purpose of any investment, together with any other investigation such investor deems necessary.

It should be noted that there is currently no clearly agreed definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "sustainable" or such other equivalent label nor can any such assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person to investors that any projects or uses of the proceeds will meet any or all investor expectations regarding such "sustainable" or other equivalently-labelled performance objectives or that any adverse sustainable and/or other impacts will not occur during the implementation of any projects or uses of the proceeds. In addition, no assurance can be given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person to investors that any Notes will comply with any future standards or requirements for being Sustainability Bonds and, accordingly, the Sustainability Bond status of the Notes could be withdrawn at any time.

Furthermore, there is no contractual obligation to allocate the proceeds of any Notes to finance eligible businesses and projects or to provide annual progress reports as described in the applicable Pricing Supplement. A Borrower's failure to allocate the proceeds of any particular Sustainability Bond to finance an eligible project or to provide annual progress reports, the failure of any of the eligible projects to meet any or all investor expectations regarding such performance objectives, or the failure of an independent external review provider to issue a second party opinion on the allocation of the bond proceeds, will not constitute an Event of Default or breach of contract with respect to any particular Sustainability Bond and none of the Note Trustee, the Arranger, the ESG Structuring Adviser or the Dealers will have any responsibility for monitoring the application of any such proceeds.

No assurance or representation is given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes. For the avoidance of doubt, any such opinion or certification is not, nor shall it be deemed to be, incorporated in and/or form part of these Programme Admission Particulars. Any such opinion or certification is not, nor should it be deemed to be, a recommendation by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person to buy, sell or hold any such Notes. The Noteholders have no recourse against the Obligors, the Arranger, the ESG Structuring Adviser, any Dealer or the provider of any such opinion or certification for the contents of any such opinion or certification. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion

or certification for the purpose of any investment in any Notes. Currently, the providers of such opinions and certifications are not subject to any specific or regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect sustainable impact of any projects or uses, the subject of or related to, any sustainability reports. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

Any withdrawal of any such opinion or certification or any such opinion or certification attesting that a Borrower is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

### **Risks Relating to the Security for the Notes**

***Considerations relating to the Series Security and the Series Underlying Security:*** The validity of any security given by the Borrowers and the Eligible Group Members in connection with additions of Apportioned Properties in respect of Secured Loan Agreements may depend on the solvency of the relevant Borrower or Eligible Group Member at the time of the grant. If any Series Underlying Security is found to be invalid as a result, this will affect the amounts available to Noteholders in the event of a default under the Fully Secured Notes.

***Environmental Considerations:*** Under relevant UK environmental legislation, liability for environmental matters can be imposed on the "owner" or any "person in control" of land. The term "owner" is not specifically defined and could include anyone with a proprietary interest in a property, which could include a representative of a trustee as a mortgagee in possession (in respect of which see the risk factor entitled "*Mortgagee in Possession Liability*" below). Environmental laws may impose liability on the owner for clean-up costs if a property is or becomes contaminated. The Borrowers and the Eligible Group Members may therefore be liable for the entire amount of the clean-up and redemption costs for a contaminated site regardless of whether the contamination was caused by it or not. These costs may be significant and may affect the ability of the Borrowers to meet their payment obligations under their respective Loan Agreements and, in turn, the ability of the Issuer to meet its payment obligations under the Notes.

In addition, the presence of hazardous or toxic substances, or the failure to adequately remedy adverse environmental conditions at an Apportioned Property, may adversely affect the market value of the Apportioned Property, as well as the Borrowers' or the Eligible Group Members' ability to sell, lease or refinance the Apportioned Property. Any environmental liability imposed on a Borrower could also affect the ability of such Borrower to meet its payment obligations under its respective Loan Agreement(s) and, in turn, the ability of the Issuer to meet its payment obligations under the Notes.



**Sufficiency of Insurance:** Although each Apportioned Property is required to be insured at appropriate levels and against customary risks, there can be no assurance that any loss incurred will be of a type covered by such insurance, nor can there be any assurance that the loss will not exceed the limits of such insurance. Any reduction in income or any loss or damage caused to an Apportioned Property not adequately covered by insurance could result in a shortfall in funds available to meet the Borrowers' payment obligations under the Loan Agreements and, in turn, a shortfall in funds available to meet the Issuer's payment obligations under the Fully Secured Notes.

**Investment of Retained Proceeds and Charged Cash in Permitted Investments:** For so long as any part of the net proceeds of the issue of any Series of Fully Secured Notes remains undrawn pursuant to the related Secured Loan Agreement(s), the Issuer may invest such amounts in Permitted Investments in accordance with the Custody Agreement. The Issuer may also invest the Charged Cash in Permitted Investments.

Although Permitted Investments are limited to highly rated securities which satisfy certain specified criteria (which, other than with respect to any investment in the Benchmark Gilt, includes a requirement that the investments have a maturity date which is no later than the Maturity Date), the Issuer may be required to liquidate such Permitted Investments (a) prior to the enforcement of the relevant Series Security, (in the case of the Permitted Investments purchased with Retained Proceeds) to fund advances to a Borrower pursuant to a Secured Loan Agreement or to fund redemptions of the Fully Secured Notes in accordance with the Conditions or (b) following the enforcement of the relevant Series Security, to make payments in accordance with the Post-enforcement Priority of Payment, in either case at a time when the disposal proceeds of such Permitted Investments is less than the price paid by the Issuer upon the acquisition thereof.

Prior to the enforcement of any Series Security, any losses realised by the Issuer in respect of a sale of Permitted Investments purchased with Retained Proceeds are passed on to the Borrowers pursuant to the terms of the Secured Loan Agreements as a result of (i) the Issuer's obligation to fund a principal amount of an advance being such that it may be satisfied by funding such advance at a discount in proportion to any such losses and (ii) each Borrower's obligation to make further payments to the Issuer in respect of any prepayment of the loan in full to enable the Issuer to fund any shortfall on a redemption of the Fully Secured Notes. However, following the enforcement of the Series Security, any losses in respect of the Permitted Investments will reduce the amounts available to the Issuer to satisfy its payment obligations in respect of the Notes. For the purpose of calculating the Borrowers' compliance with the Asset Cover Test, the value of such Permitted Investments will be the purchase price thereof and the Borrowers shall not be required to monitor the market value of such Permitted Investments. Consequently, the value attributed to the Permitted Investments for this purpose may be more than the realisable value from time to time.

In the event that the enforcement of the Series Security in respect of a Series of Fully Secured Notes takes place prior to the Apportioned Properties in respect of such Series being charged with an aggregate Minimum Value equal (when multiplied by the Issuer's Security Percentage) to the principal amount of such Fully Secured Notes, and/or at a time when the Permitted Investments have been acquired with the Charged Cash or otherwise charged by a Borrower as security for the obligations of the Secured Loan Agreements entered into in connection with such Series, the value of the proceeds of enforcement of the Series Underlying Security, together with such amounts, may be insufficient to enable the Issuer to pay its obligations under the relevant Series of Fully Secured Notes in full.

There is no limit as to the proportion of the Asset Cover Test which may be satisfied by Permitted Investments in the form of Retained Proceeds and/or Charged Cash (although in respect of Retained Proceeds, these will be deemed to be zero after the Final Charging Date).

***The Issuer's ability to meet its obligations under the Notes after enforcement under a Loan:***

Following default by a Borrower, the Security Trustee shall be entitled to call for payments of any unpaid sums by such Borrower to be made by one or more of the other Borrowers (if any) under and in accordance with the guarantee given by such other Borrowers pursuant to their respective Loan Agreement (subject to the limitations of each guarantee). If there are no other Borrowers or the other Borrowers do not make payment (or are not required to make payment as a result of the limitation of the relevant guarantee) of such amounts to the Issuer pursuant to their respective Loan Agreements the Security Trustee may, in respect of any Secured Loan Agreement, enforce the Series Underlying Security and appoint a Receiver pursuant to its powers under the Security Trust Deed.

In respect of Fully Secured Notes, the Issuer's ability to continue to pay principal and interest on the Notes following default by a Borrower under a Loan is dependent upon the ability of the Issuer to receive from the Security Trustee pursuant to the collection of rental income or a disposal of the Series Underlying Security, sufficient funds to make such payment.

***Fixed charges may take effect under English law as floating charges:*** Pursuant to the Note Trust Deed, the Issuer has purported to grant fixed charges over, amongst other things, all moneys from time to time standing to the credit of each Series Transaction Account and, in respect of the Fully Secured Notes, all moneys and/or securities from time to time standing to the credit of each Series Ongoing Cash Security Account and Series Initial Cash Security Account. English law relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than assignment of security) may take effect under English law only as floating charges if, for example, it is determined that the Note Trustee does not exert sufficient control over the charged assets for the security to be said to "fix" over those assets. If the charges take effect as floating charges instead of fixed charges, then the claims of the Note Trustee will be subject to claims which are given priority over a floating charge by law, including, amongst other things, prior charges, certain subsequent charges, the expenses of any winding up or administration and the claims of preferential creditors. Consequently, there may be less moneys available to pay Noteholders what is owed to them under the Notes.

***Mortgagee in Possession Liability:*** There is a risk that the Security Trustee may be deemed to be a mortgagee in possession if it physically enters into possession of an Apportioned Property or performs an act of control or influence which may amount to possession, such as submitting a demand direct to tenants requiring them to pay rents to the Security Trustee. In such circumstances the Security Trustee may incur further costs and expenses which will be recoverable by it from the enforcement proceeds prior to any payment being made to the Issuer, thereby reducing the amounts available to the Issuer to pay amounts owing under the Fully Secured Notes.

***Moratorium and housing administration:*** The Security Trustee must notify the Regulator of its intention to enforce its security and cannot enforce its security during the resulting moratorium without the consent of the Regulator. This may adversely affect the Security Trustee's ability to enforce the security over the Apportioned Properties.

The Security Trustee's ability to enforce the security over the Apportioned Properties may also be adversely affected for so long as any housing administration order is in place in respect of a Borrower or could result in a housing administrator disposing of Apportioned Property belonging to a Borrower at a time when proceeds are not sufficient to discharge the Issuer's obligations under the Fully Secured Notes.

***The unencumbered assets test:*** The Unencumbered Assets Test in respect of an Unsecured Loan Agreement entered into in connection with any Series of Partly Secured Notes calculates the number of unencumbered assets based on the value of total assets less the secured debt of the relevant Borrowers. The definition of secured debt for this purpose does not include any mark to market on derivatives of the Borrowers.

All secured debt facilities and secured standalone derivatives of the Borrowers contain an asset cover covenant, requiring those Borrowers to charge real property assets with an aggregate value in excess of the principal amount of the secured debt or hedging liabilities (such excess being the **Asset Cover Haircut**). The Asset Cover Haircut is typically 105-110% EUV-SH and 115-130% MV-ST.

A calculation of the unencumbered assets on the basis of the value of total assets less the aggregate of (a) secured debt plus (b) the Asset Cover Haircut would produce a lower figure.

As the Unencumbered Assets Test takes no account of the Asset Cover Haircut (i.e. the additional security that each Borrower must charge in excess of the principal amount of the secured debt facilities and standalone derivatives) it will artificially inflate the unencumbered assets figure which holders of Party Secured Notes may have access to in an enforcement scenario. Consequently, there may be less moneys available to pay Noteholders in such circumstances as may be implied by the Unencumbered Assets Test.

### **Risks related to the market generally**

**Potential Limited Liquidity:** Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

**The value of Fixed Rate Notes may be adversely affected by movements in market interest rates:** Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

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

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

**Credit ratings may not reflect all risks:** The on-going creditworthiness of the Group depends on many factors, including the link to national government, industry, competitive, financial and operational performance, economic factors, the level of drawn debt, the ability to access new debt and the strength of the Group's management and governance structure. Actual deterioration or a perceived deterioration in any of these factors or a combination of these factors may result in a downgrade in the Group's perceived creditworthiness as indicated by the Group's issued credit ratings that could, in turn, cause the trading price of the Notes to decline and may result in a loss of all or part of an investment in the Notes.

As with any rated entity, the rating of the Group may be susceptible to further adjustments (whether upward or downward) and, in particular, any adjustments which may be made as a result of a rating agency's methodology as applied to the Issuer or any other member of the Group.

As at the date of these Programme Admission Particulars, S&P is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the **UK CRA Regulation**). S&P is not established in the European Union nor has it applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). However, the ratings issued by S&P have been endorsed by S&P Global Ratings Europe Limited, respectively, in accordance with the CRA Regulation. As at the date of these Programme Admission Particulars, S&P Global Ratings Europe Limited is established in the European Union and registered under the CRA Regulation. As such, S&P Global Ratings Europe Limited is included in the list of credit rating agencies published by the ESMA on its website in accordance with the CRA Regulation.

In general, UK and European regulated investors are restricted under the UK CRA Regulation and CRA Regulation, respectively, from using credit ratings for regulatory purposes, unless such ratings are issued by (or endorsed by) a credit rating agency established, as applicable, in the UK or EU and registered under the UK CRA Regulation or the CRA Regulation (and such registration has not been withdrawn or suspended). If the status of S&P and/or S&P Global Ratings Europe Limited changes, UK and European regulated investors, as applicable, may no longer be able to use the relevant rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in UK and European regulated investors, as applicable, selling Notes held by them which may have an impact on the value of the Notes in the secondary market.

## Form of the Notes

Each Tranche of Notes will be in bearer form and will initially be issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Pricing Supplement, a permanent global note (a **Permanent Global Note** and, together with a Temporary Global Note, each a **Global Note**) which, in either case, will:

- (a) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Pricing Supplement, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (b) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depository (the **Common Depository**) for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Pricing Supplement will also indicate whether such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date which is 40 days after a Temporary Global Note is issued (the **Exchange Date**), interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for:

- (a) interests in a Permanent Global Note of the same Series; or
- (b) definitive Notes of the same Series with, where applicable, principal receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement),

in each case against certification of beneficial ownership as described above unless such certification has already been given.

The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for definitive Notes should not be expressed to be applicable in the applicable Pricing Supplement if the

Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency).

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Pricing Supplement will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable principal receipts, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that:

- (a) an Event of Default (as defined in Condition 12 (*Events of Default*)) has occurred and is continuing;
- (b) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Note Trustee is available; or
- (c) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Notes represented by the Permanent Global Note were in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Note Trustee.

The Issuer will promptly give notice to Noteholders in accordance with Condition 16 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) or the Note Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (c) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Notes (other than Temporary Global Notes), principal receipts and interest coupons relating to such Notes where TEFRA D is specified in the applicable Pricing Supplement:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, principal receipts or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Notes, principal receipts or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

## **General**

Pursuant to the Agency Agreement (as defined under "*Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single

Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Note Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

The Issuer may agree with any Dealer and the Note Trustee that Notes may be issued in a form not contemplated by the Conditions of the Notes, in which event a new Programme Admission Particulars or a supplement to these Programme Admission Particulars will be made available which will describe the effect of the agreement reached in relation to such Notes.

## Conditions of the Notes

*The following are the Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Conditions. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Applicable Pricing Supplement" for a description of the content of the Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Stonewater Funding plc (the **Issuer**) and constituted by a Note Trust Deed dated 26 July 2021 (as modified and/or supplemented and/or restated from time to time, the **Note Trust Deed**) between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Note Trustee**, which expression shall include any successor as Note Trustee).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any definitive Notes issued in exchange for a Global Note.

The Notes, Receipts (as defined below) and Coupons (as defined below) have the benefit of an Agency Agreement dated 26 July 2021 (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) between the Issuer, the Note Trustee, The Bank of New York Mellon, London Branch as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent), the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and The Bank of New York Mellon, London Branch as agent bank (the **Agent Bank**, which expression shall include any duly appointed successor agent bank).

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement attached to or endorsed on this Note which supplement these Conditions (the **Conditions**). References to the applicable Pricing Supplement are, unless otherwise stated, to Part A of the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Where Instalment Redemption is specified as applicable in the applicable Pricing Supplement, definitive Notes will have receipts (**Receipts**) attached. Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Note Trustee acts for the benefit of the Noteholders (which expression shall mean the holders of the Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below), the holders of the Receipts (the **Receiptholders**) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Note Trust Deed.



As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which:

- (a) are expressed to be consolidated and form a single series; and
- (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

The applicable Pricing Supplement shall specify whether the Notes of a Series of Notes are Fully Secured Notes or Partly Secured Notes.

Copies of the Note Trust Deed, the Agency Agreement, the Account Agreement, the Retained Note Custody Agreement, the Loan Agreements in respect of each Series and (in respect of Fully Secured Notes) the Custody Agreement, the Legal Mortgages and the Security Trust Deed (each as defined below) are available for inspection during normal business hours at the principal office for the time being of the Note Trustee being at 26 July 2021 at 8th Floor, 100 Bishopsgate, London EC2N 4AG and at the specified office of each of the Paying Agents. If the Notes are to be admitted to trading on the London Stock Exchange's International Securities Market, the applicable Pricing Supplement will be published on the website of the London Stock Exchange through a regulatory information service or published in any other manner permitted by the International Securities Market Rulebook effective as of 25 February 2019 (as may be modified and/or supplemented and/or restated from time to time). The Noteholders, the Receipholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Note Trust Deed, the Agency Agreement and (in respect of Fully Secured Notes) the Legal Mortgages and the Security Trust Deed, and the applicable Pricing Supplement which is applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Note Trust Deed, the Agency Agreement and (in respect of Fully Secured Notes) the Legal Mortgages and the Security Trust Deed.

Words and expressions defined in the Note Trust Deed, the Agency Agreement and (in respect of Fully Secured Notes) the Legal Mortgages or the Security Trust Deed, or used in the applicable Pricing Supplement shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Note Trust Deed, the Agency Agreement and (in respect of Fully Secured Notes) the Legal Mortgages and the Security Trust Deed, the Note Trust Deed will prevail and, in the event of inconsistency between the Note Trust Deed, the Agency Agreement and (in respect of Fully Secured Notes) the Legal Mortgages and the Security Trust Deed, and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

## **1 Definitions**

**Account Agreement** means the Account Agreement dated 26 July 2021 between the Issuer, the Account Bank and the Note Trustee, as amended and/or supplemented and/or restated from time to time;

**Account Bank** means The Bank of New York Mellon, London Branch as account bank pursuant to the Account Agreement or any successor account bank appointed thereunder;

**Accounting Profit** means, in respect of each accounting period of the Issuer, the aggregate amount which the Issuer would be required to recognise for corporation tax purposes as profit in respect of its Permitted Investments and/or Retained Notes as a result of:

- (a) the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Notes for that accounting period, plus
- (b) any further profit arising from the sale of Permitted Investments,

(ignoring, for this purpose, any Gift Aid Payment to be made pursuant to a Loan Agreement);

**Additional Borrowers** means each member of the Group, other than the Original Borrowers, that:

- (a) has charitable (or exempt charitable) status;
- (b) is a Registered Provider of Social Housing; and
- (c) in respect of any Secured Loan Agreement, has acceded to the Security Trust Deed as a borrower in respect of the Notes;

**Appointee** means any attorney, manager, agent, delegate, nominee, custodian, receiver or other person appointed by the Note Trustee under, or pursuant to, these Conditions or the Note Trust Deed;

**Apportioned Properties** has the meaning given to it in the Secured Loan Agreements;

**Asset Cover Test** has the meaning given to it in the Secured Loan Agreements;

**Authorised Signatory** means a director, the secretary or a senior executive officer of the Issuer;

**Borrower Default** has the meaning given to it in the Loan Agreements;

**Borrowers** means, in respect of each Series, the Original Borrower and/or any Additional Borrower, in each case for so long as it is a borrower under a Loan Agreement in respect of such Series and **Borrower** shall be interpreted accordingly;

**Business Day** means, for the purpose of Condition 9 (*Redemption and Purchase*), a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in London;

**Cancelled Retained Proceeds** has the meaning given to it in the Loan Agreements;

**Charged Cash** means, in respect of each Series of Fully Secured Notes, at any time, the aggregate of all amounts (whether representing proceeds of disposal or other moneys) standing to the credit of the Series Ongoing Cash Security Account of such Series and, to the extent invested in Permitted Investments in accordance with the Custody Agreement, such Permitted Investments and any income received by the Issuer in respect of such Permitted Investments, provided however that, for the purpose of determining the compliance of the Borrowers with the Asset Cover Test, the value to be attributed to such Permitted Investments shall be the purchase price thereof;

**Charged Property** means each residential property charged by a Borrower and/or an Eligible Group Member to the Security Trustee under a legal charge as security for a Borrower's obligations under a Secured Loan Agreement, and all buildings, erections, fixtures and fittings, fixed plant and machinery from time to time on it (together, the **Charged Properties**);

**Charitable Group Member** means a charitable member of the Group which is connected with the Group Parent for the purposes of section 939G of the Corporation Tax Act 2010;

**Commitment** has the meaning given to it in the Loan Agreements;

**Compliance Certificate** has the meaning given to it in the Loan Agreements;

**Custodian** means The Bank of New York Mellon, London Branch as custodian pursuant to the Custody Agreement or any successor custodian appointed thereunder;

**Custody Agreement** means the Custody Agreement dated 26 July 2021 relating to the Permitted Investments and made between the Issuer, the Custodian and the Note Trustee, as amended and/or supplemented and/or restated from time to time;

**Eligible Group Member** means, in respect of each Series of Fully Secured Notes, any entity which, unless otherwise approved by the Security Trustee, is:

- (a) a member of the Group; and
- (b) a Registered Provider of Social Housing,

and which, in each case, has created (and which is subsisting) or will create security pursuant to the Security Trust Deed which is allocated for the benefit of the Issuer as security for a Secured Loan Agreement entered into in connection with such Series;

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

**Event of Default** has the meaning given to it in Condition 12 (*Events of Default*);

**Expense Apportioned Part** means, for so long as the Notes of more than one Series are outstanding, the amount of the fees, costs, expenses and other liabilities of the Issuer which are not referable to a specific Series and which shall instead be apportioned between each Series outstanding *pro rata* to the principal amount outstanding of each such Series;

**Final Retained Note Disposal Date** means, in respect of each Series, the date on which the final Retained Notes of such Series are disposed of by the Issuer;

**Gift Aid Payment** means a qualifying charitable donation for the purposes of Part 6 of the Corporation Tax Act 2010;

**Group** means the Group Parent and any other present or future, direct or indirect, subsidiaries of the Group Parent (which includes, for the avoidance of doubt, any entity with which the Group Parent may merge or be consolidated with at any time);

**Group Parent** means Stonewater Limited;

**Legal Mortgages** means each legal mortgage entered into between a Borrower or an Eligible Group Member and the Security Trustee substantially in the form set out in the Security Trust Deed pursuant to which such Borrower or Eligible Group Member provides security in respect of a Borrower's obligations under a Secured Loan Agreement;

**Loan Agreements** means, in respect of each Series, the Secured Loan Agreements or the Unsecured Loan Agreements, as applicable, which are to be funded by the proceeds of the

issue of such Series, in each case, as amended and/or supplemented and/or restated from time to time;

**Loan Payment Day** means a day on which principal or interest in respect of a Loan is due and payable by a Borrower to the Issuer in accordance with the terms of a Loan Agreement;

**Loans** means the principal amount of each Commitment which has been advanced to a Borrower pursuant to the terms of a Loan Agreement or the outstanding balance thereof for the time being (ignoring, for these purposes, any Actual Advance Amount (as defined in the Loan Agreements));

**Minimum Value** has the meaning given to it in the applicable Secured Loan Agreement;

**Noteholder Specific Withholding** means any withholding or deduction of Taxes which is required in respect of any payment in respect of any Note, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to the Taxes in respect of the Note, Receipt or Coupon by reason of his having some connection with the Tax Jurisdiction other than the mere holding of the Note, Receipt or Coupon; or
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Payment Day (as defined in Condition 8.5 (*Payment Day*));

**Original Borrowers** means Stonewater Limited, Stonewater (2) Limited and Stonewater (5) Limited;

**Permitted Investment Profit** means, in respect of any sale of Permitted Investments, the amount of any net profits or gains arising from such sale which are within the charge to corporation tax (if any);

**Permitted Investments** has the meaning given to it in the Secured Loan Agreements;

**Permitted Reorganisation** has the meaning given to it in the Loan Agreements;

**Potential Event of Default** means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the forming of an opinion and/or the fulfilment of any similar condition, would constitute an Event of Default;

**Programme Documents** means the Note Trust Deed, the Agency Agreement, the Account Agreement, the Custody Agreement, the Retained Note Custody Agreement, the Loan Agreements, the Security Trust Deed and the Legal Mortgages;

**Programme Party** means each person who is party to a Programme Document;

**Registered Provider of Social Housing** means a person listed in the register of providers of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (as amended from time to time) or a person having status which, in the opinion of the Issuer and the Note Trustee, is substantially equivalent under any replacement or successor legislation;

**Relevant Date** means, in respect of a payment, the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Note Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*);

**Retained Note Custodian** means The Bank of New York Mellon, London Branch as custodian pursuant to the Retained Note Custody Agreement or any successor custodian appointed thereunder;

**Retained Note Custody Account** means the account of the Issuer set up with the Retained Note Custodian in respect of the Retained Notes in accordance with the Retained Note Custody Agreement;

**Retained Note Custody Agreement** means the Retained Note Custody Agreement dated 26 July 2021 relating to the Retained Notes and made between the Issuer, the Retained Note Custodian and the Note Trustee, as amended and/or supplemented and/or restated from time to time;

**Retained Notes** means, in respect of each Series of Notes where Retained Notes are specified as applicable in the applicable Pricing Supplement, the Notes of such Series purchased by the Issuer on the applicable Issue Date in the principal amount specified in the applicable Pricing Supplement;

**Retained Proceeds** means, in respect of each Series, at any time:

- (a) an amount of the net issue proceeds of such Series of Notes (other than the Retained Notes of such Series (if any)) which have not been advanced to a Borrower pursuant to a Loan Agreement at such time (if any), plus
- (b) an amount of the net sale proceeds of the Retained Notes of such Series which are not advanced to a Borrower pursuant to a Loan Agreement immediately following receipt thereof by the Issuer and have not subsequently been advanced to a Borrower (if any);

**Secured Loan Agreements** means, in respect of each Series of Fully Secured Notes, each Loan Agreement by which the Issuer provides a Loan to a Borrower which is to be funded by the proceeds of the issue of such Series, in each case, as amended and/or supplemented and/or restated from time to time;

**Security Trust Deed** means the Security Trust Deed dated 26 July 2021 between the Issuer, the Original Borrowers and the Security Trustee, as amended and/or supplemented and/or restated from time to time;

**Security Trustee** means The Law Debenture Trust Corporation p.l.c. as security trustee under the Security Trust Deed for, *inter alios*, the Issuer;

**Series Charged Property** (a) in respect of each Series of Partly Secured Notes, has the meaning given to it in Condition 4.1 (*Series Security (Partly Secured Notes)*) and (b) in respect of each Series of Fully Secured Notes, has the meaning given to it in Condition 4.2 (*Series Security (Fully Secured Notes)*);

**Series Custody Account** means, in respect of each Series of Fully Secured Notes, the account of the Issuer set up with the Custodian in respect of the Permitted Investments in respect of such Series in accordance with the Custody Agreement (if any);

**Series Initial Cash Security Account** means, in respect of each Series of Fully Secured Notes, the account of the Issuer set up with the Account Bank in respect of the Retained Proceeds in respect of such Series in accordance with the Account Agreement (if any);

**Series Ongoing Cash Security Account** means, in respect of each Series of Fully Secured Notes, the account of the Issuer set up with the Account Bank in respect of the Charged Cash in respect of such Series in accordance with the Account Agreement;

**Series Secured Parties** means, in relation to a Series, each of the Note Trustee (for itself and on behalf of the Noteholders, the Receiptholders (if any) and the Couponholders of such Series), any Appointee, the Paying Agents, the Agent Bank, the Account Bank, the Retained Note Custodian and (in respect of a Series of Fully Secured Notes) the Custodian;

**Series Security** (a) in respect of each Series of Partly Secured Notes, has the meaning given to it in Condition 4.1 (*Series Security (Partly Secured Notes)*) and (b) in respect of each Series of Fully Secured Notes, has the meaning given to it in Condition 4.2 (*Series Security (Fully Secured Notes)*);

**Series Transaction Account** means, in respect of each Series, the account of the Issuer set up with the Account Bank in respect of such Series in accordance with the Account Agreement;

**Series Underlying Security** means, in respect of each Series of Fully Secured Notes, the security referred to in Condition 4.3(a) (*Series Underlying Security*);

**Sterling** means pounds sterling;

**Tax Jurisdiction** means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes, Receipts or Coupons;

**UK Government Gilt** means Sterling denominated gilts or stock issued by or on behalf of Her Majesty's Treasury;

**Undrawn Commitment** has the meaning given to it in the Loan Agreements;

**Unsecured Loan Agreements** means, in respect of each Series of Partly Secured Notes, each Loan Agreement by which the Issuer provides a Loan to a Borrower which is to be funded by the proceeds of the issue of such Series, in each case, as amended and/or supplemented and/or restated from time to time; and

**USD or U.S. dollars** means United States dollars.

## **2 Form, Denomination and Title**

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Pricing Supplement. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note or a Floating Rate Note, or a combination of both, depending upon the Interest Basis shown in the applicable Pricing Supplement.

Definitive Notes are issued with Coupons and (if Instalment Redemption is specified as applicable in the applicable Pricing Supplement) Receipts attached.

Subject as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The Issuer, the Note Trustee and any Paying Agent will (except as otherwise required by law) deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Note Trustee and the Paying Agents as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such principal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer, the Note Trustee and any Paying Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions Noteholder and holder of Notes and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular principal amount of Notes as aforesaid, the Note Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Pricing Supplement.

### **3 Status of the Notes**

The Notes and any relative Receipts and Coupons are direct, unconditional and unsubordinated obligations of the Issuer, secured in the manner set out in Condition 4 (*Security*), and rank *pari passu* without preference or priority among themselves.

### **4 Security**

#### **4.1 Series Security (Partly Secured Notes)**

This Condition 4.1 applies to Partly Secured Notes only.

- (a) The Issuer's obligations in respect of each Series of Partly Secured Notes are secured (subject as provided in the Conditions and the Note Trust Deed) pursuant to the Note Trust Deed in favour of the Note Trustee for the benefit of itself and the Noteholders and the other Series Secured Parties as follows:

- (i) by an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreements, the Agency Agreement and the Account Agreement, in each case to the extent they relate to such Series;
  - (ii) by a charge by way of first fixed charge over all moneys from time to time standing to the credit of the Series Transaction Account of such Series, and all debts represented thereby and any other bank or other accounts in which the Issuer may at any time have or acquire any rights, title and interest in relation to such Series; and
  - (iii) by a charge by way of first fixed charge over all rights of the Issuer in respect of sums held from time to time by the Paying Agents for the payment of principal or interest in respect of such Series.
- (b) The property charged and assigned pursuant to the Note Trust Deed listed in Condition 4.1(a), together with any other property or assets held by and/or assigned to the Note Trustee and/or any deed or document supplemental thereto, in respect of each Series is referred to herein as the **Series Charged Property** and the security created thereby, the **Series Security**.
- (c) No Series of Notes will have access to the Series Security securing another Series of Notes, including, in particular, security over the rights, title and interest arising under any Loan Agreement not entered into in connection with such Series or any Series Underlying Security whether prior to or after the Note Trustee has served a notice of enforcement on the Issuer in relation to any Series of Notes.

#### 4.2 **Series Security (Fully Secured Notes)**

This Condition 4.2 applies to Fully Secured Notes only.

- (a) The Issuer's obligations in respect of each Series of Fully Secured Notes are secured (subject as provided in the Conditions and the Note Trust Deed) pursuant to the Note Trust Deed in favour of the Note Trustee for the benefit of itself and the Noteholders and the other Series Secured Parties as follows:
- (i) by an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreements, the Security Trust Deed, the Legal Mortgages, the Agency Agreement, the Custody Agreement and the Account Agreement, in each case to the extent they relate to such Series;
  - (ii) by a charge by way of first fixed charge over all moneys and/or securities from time to time standing to the credit of the Series Transaction Account, the Series Ongoing Cash Security Account, the Series Initial Cash Security Account (if any) and the Series Custody Account, in each case of such Series, and all debts represented thereby and any other bank or other accounts in which the Issuer may at any time have or acquire any rights, title and interest in relation to such Series; and
  - (iii) by a charge by way of first fixed charge over all rights of the Issuer in respect of sums held from time to time by the Paying Agents for the payment of principal or interest in respect of such Series.
- (b) The property charged and assigned pursuant to the Note Trust Deed listed in Condition 4.2(a), together with any other property or assets held by and/or assigned to the Note



Trustee and/or any deed or document supplemental thereto, in respect of each Series is referred to herein as the **Series Charged Property** and the security created thereby, the **Series Security**.

- (c) No Series of Notes will have access to the Series Security securing another Series of Notes, including, in particular, security over the rights, title and interest arising under any Loan Agreement not entered into in connection with such Series or any Series Underlying Security not specifically allocated to such Series whether prior to or after the Note Trustee has served a notice of enforcement on the Issuer in relation to any Series of Notes.

#### 4.3 **Series Underlying Security**

This Condition 4.3 applies to Fully Secured Notes only.

- (a) The Borrowers will create, or procure the creation by Eligible Group Members of, security over certain of their housing properties in favour of the Security Trustee to secure their obligations under the Secured Loan Agreements (the **Series Underlying Security**).
- (b) The Security Trustee will hold the Series Underlying Security for the benefit of the Issuer in accordance with the Security Trust Deed and the Issuer shall be treated as a separate beneficiary under the Security Trust Deed in respect of all Secured Loan Agreements entered into in connection with a Series of Fully Secured Notes.
- (c) The security created pursuant to the Legal Mortgages will be apportioned in respect of the Secured Loan Agreements relating to a Series of Fully Secured Notes on:
  - (i) a Numerical Apportionment Basis; or
  - (ii) a Specific Apportionment Basis,in each case, as specified in the applicable Pricing Supplement and in accordance with and subject to the terms of the Security Trust Deed.
- (d) Where Numerical Apportionment Basis is specified as applicable in the applicable Pricing Supplement, a specific number of units in respect of the Apportioned Properties will be apportioned in respect of the Secured Loan Agreements relating to such Series as agreed between the Issuer and the Borrowers and Eligible Group Members. The Initial Apportioned Properties in respect of each Series of Fully Secured Notes shall be specified in the applicable Pricing Supplement.
- (e) Where Specific Apportionment Basis is specified as applicable in the applicable Pricing Supplement, specific individual Charged Properties shall be allocated to the Issuer as agreed between the Issuer and the Borrowers and Eligible Group Members. The initial list of Charged Properties in respect of each Series of Fully Secured Notes shall be specified in the applicable Pricing Supplement.

## 5 **Order of Payments**

### 5.1 **Pre-enforcement**

Prior to the enforcement of the Series Security in respect of a Series of Notes, the Issuer shall apply the monies standing to the credit of the Series Transaction Account in respect of such

Series on each Interest Payment Date and such other dates on which a payment is due in respect of the Notes or otherwise permitted in accordance with the Programme Documents in the following order of priority (the **Pre-enforcement Priority of Payment**):

- (a) first, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (b) second, in payment of any unpaid fees, costs, charges, expenses and liabilities incurred by the Note Trustee and any Appointee (including, but not limited to, all amounts payable to the Note Trustee and any such Appointee under the Note Trust Deed) in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (c) third, in payment, on a *pro rata* and *pari passu* basis, of any unpaid fees, costs, charges, expenses, liabilities and indemnity payments of the Issuer owing to the Paying Agents and the Agent Bank under the Agency Agreement, the Account Bank under the Account Agreement, (in respect of any Series of Fully Secured Notes) the Custodian under the Custody Agreement and the Retained Note Custodian under the Retained Note Custody Agreement insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (d) fourth, in payment, on a *pro rata* and *pari passu* basis, of any other unpaid fees, expenses and liabilities of the Issuer insofar as they relate to such Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis to the Noteholders of such Series of any interest due and payable in respect of such Series of Notes;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any principal due and payable in respect of such Series of Notes;
- (g) seventh, in payment, on a *pro rata* and *pari passu* basis, to the Borrowers of any amount due and payable under the terms of the Loan Agreements entered into in connection with such Series; and
- (h) eighth, in payment of any Permitted Investment Profit or Accounting Profit, as the case may be, to any Charitable Group Member.

## 5.2 **Post-enforcement**

Following the enforcement of the Series Security in respect of a Series of Notes, all monies standing to the credit of the Series Transaction Account and (in respect of a Series of Fully Secured Notes) the Series Ongoing Cash Security Account and the Series Initial Cash Security Account in respect of such Series, and the net proceeds of enforcement of the Series Security shall be applied in the following order of priority (the **Post-enforcement Priority of Payment**):

- (a) first, in payment or satisfaction of any unpaid fees, costs, charges, expenses and liabilities incurred by the Note Trustee and any Appointee (including, but not limited to, all amounts payable to the Note Trustee and any such Appointee under the Note Trust Deed) in preparing and executing the trusts under the Note Trust Deed (including the costs of realising any Series Security and the Note Trustee's and any such Appointee's remuneration) in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;

- (b) second, except following the enforcement of the Series Security in respect of all Series of Notes, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (c) third, in payment, on a *pro rata* and *pari passu* basis, of all amounts owing to the Paying Agents and the Agent Bank under the Agency Agreement, the Account Bank under the Account Agreement, (in respect of any Series of Fully Secured Notes) the Custodian under the Custody Agreement and the Retained Note Custodian under the Retained Note Custody Agreement insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (d) fourth, in payment, on a *pro rata* and *pari passu* basis to the Noteholders of such Series of any interest due and payable in respect of the Notes;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any principal due and payable in respect of the Notes;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, of any other unpaid fees and expenses of the Issuer (in each case insofar as they relate to the Notes);
- (g) seventh, in payment, on a *pro rata* and *pari passu* basis, to the Borrowers of any amount due and payable under the terms of the Loan Agreements entered into in connection with such Series; and
- (h) eighth, in payment of any Permitted Investment Profit or Accounting Profit, as the case may be, to any Charitable Group Member.

## **6 Covenants**

### **6.1 General Covenants**

- (a) In addition to the covenants of the Issuer set out in the Note Trust Deed, for so long as any Series remains outstanding, the Issuer covenants that it will not, without the consent in writing of the Note Trustee, engage in any activity or do anything other than:
  - (i) carry out the business of a company which has as its purpose raising finance and on-lending such finance for the benefit of the members of the Group (including, without limitation, as envisaged by the Programme Documents); and
  - (ii) perform any act incidental to or necessary in connection with (i) above.
- (b) The Issuer also covenants, for so long as any Series remains outstanding, not to create or permit to subsist, over any of the Series Charged Property, any mortgage or charge or any other security interest ranking in priority to, or *pari passu* with, the Series Security created by or pursuant to the Note Trust Deed.

### **6.2 Information Covenants**

For so long as any Series remains outstanding, the Issuer shall:

- (a) send to the Note Trustee and, upon request by any Noteholder to the Issuer, make available to such Noteholder at the Issuer's registered office during normal business hours (or, for long as any Global Notes are held in their entirety on behalf of Euroclear

and/or Clearstream, Luxembourg, by delivery to Euroclear and/or Clearstream, Luxembourg):

- (i) a copy of each Compliance Certificate promptly upon receipt of the same from the Borrowers pursuant to the terms of their respective Loan Agreements; and
  - (ii) a copy of the audited annual financial statements of each Borrower (consolidated if available) promptly upon publication of the same by each Borrower; and
- (b) at the request of Noteholders holding not less than 33 per cent. in principal amount of the Notes of any Series for the time being outstanding, convene a meeting of the Noteholders to discuss the financial position of the Issuer and the Group, provided, however, that the Issuer shall not be required to convene any such meeting pursuant to this Condition 6.2(b) more than once in any calendar year. Upon the request of Noteholders to convene any such meeting, as aforesaid, the Issuer shall notify all Noteholders of the relevant Series of the date (which such date shall be no more than 21 days following such request), time and place of the meeting in accordance with Condition 16 (*Notices*). The Issuer shall act in good faith in addressing any questions regarding the financial position of itself or any other member of the Group raised at any such meeting, provided, however, that the Issuer shall not be obliged to disclose any information which it, in its absolute discretion, considers to be of a confidential nature. For the avoidance of doubt, the provisions of this Condition 6.2(b) are in addition to the meetings provisions set out in Condition 18.1 (*Meetings of Noteholders*).

### **6.3 Loan Agreements, Legal Mortgages and Security Trust Deed Consents Covenant**

- (a) For so long as any Series of Partly Secured Notes remains outstanding, the Issuer covenants that it shall not consent to any waiver, amendment or modification of, or take any action pursuant to, the Unsecured Loan Agreements except with the prior consent of the Note Trustee. The Note Trustee may seek the consent of the Noteholders in accordance with the Note Trust Deed prior to giving any such consent.
- (b) For so long as any Series of Fully Secured Notes remains outstanding, the Issuer covenants that it shall not consent to any waiver, amendment or modification of, or take any action or direct the Security Trustee to take any action pursuant to, the Loan Agreements, the Legal Mortgages or the Security Trust Deed except with the prior consent of the Note Trustee. The Note Trustee may seek the consent of the Noteholders in accordance with the Note Trust Deed prior to giving any such consent.

## **7 Interest**

The applicable Pricing Supplement will indicate whether the Notes are Fixed Rate Notes and/or Floating Rate Notes.

### **7.1 Interest on Fixed Rate Notes**

This Condition 7.1 applies to Fixed Rate Notes only. The applicable Pricing Supplement contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 7.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Pricing Supplement will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding principal amount of the Fixed Rate Notes represented by such Global Note; or
- (b) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

**Day Count Fraction** means, in respect of the calculation of an amount of interest, in accordance with this Condition 7.1 (*Interest on Fixed Rate Notes*):

- (a) if "Actual/Actual (ICMA)" is specified in the applicable Pricing Supplement:
  - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or

- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
  - (iii) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
  - (iv) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (b) if "30/360" is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

**Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 7.2 Interest on Floating Rate Notes

This Condition 7.2 applies to Floating Rate Notes only. The applicable Pricing Supplement contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 7.2 for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Pricing Supplement will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates (if applicable) and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Pricing Supplement will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Pricing Supplement will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page.

### (a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or

- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, Interest Period means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition (a)(ii) above, the Floating Rate Convention, such Interest Payment Date:
  - 1) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply *mutatis mutandis*; or
  - 2) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event:
    - a) such Interest Payment Date shall be brought forward to the immediately preceding Business Day; and
    - b) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means:

- 1) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Pricing Supplement;

- 2) if TARGET2 System is specified as an Additional Business Centre in the applicable Pricing Supplement, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open; and
- 3) either:
  - a) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency; or
  - b) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(b) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Pricing Supplement.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent Bank (or other agent, if the Agent Bank (or such other agent) is unable to make such determination) under an interest rate swap transaction if the Agent Bank (or such other agent) were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (C) the relevant Reset Date is the day specified in the applicable Pricing Supplement.

For the purposes of this subparagraph (i), Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity and Reset Date have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Interest shall be deemed to be zero.

(ii) Screen Rate Determination for Floating Rate Notes



Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR or otherwise, as specified in the applicable Pricing Supplement) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Agent Bank. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent Bank for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Interest shall be deemed to be zero.

(c) **Benchmark Replacement**

This Condition 7.2(c) applies only where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined.

(i) Independent Adviser

Notwithstanding the provisions in Condition 7.2(b)(ii) (*Screen Rate Determination for Floating Rate Notes*) above, if the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine, following consultation with the Issuer and no later than five Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**), a Successor Rate or, failing which, an Alternative Reference Rate (in accordance with Condition 7.2(c)(ii) (*Successor Rate or Alternative Reference Rate*)) and, in either case, an Adjustment Spread (in accordance with Condition

7.2(c)(iii) (*Adjustment Spread*) and any Benchmark Amendments (in accordance with Condition 7.2(c)(iv) (*Benchmark Amendments*)).

An Independent Adviser appointed pursuant to this Condition 7.2(c) (*Benchmark Replacement*) shall act in good faith and in a commercially reasonable manner following consultation with the Issuer. In the absence of wilful default, bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Noteholders, the Note Trustee, the Paying Agents or the Agent Bank for any determination it makes pursuant to this Condition 7.2(c) (*Benchmark Replacement*). No Independent Adviser appointed in connection with the Notes (acting in such capacity), shall have any relationship of agency or trust with the Noteholders.

If:

- (A) the Issuer is unable to appoint an Independent Adviser; or
- (B) the Independent Adviser fails to determine a Successor Rate or, failing which, an Alternative Reference Rate in accordance with this Condition 7.2(c)(i) (*Independent Adviser*) prior to the relevant IA Determination Cut-off Date,

then the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period. For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 7.2(c) (*Benchmark Replacement*)).

- (ii) Successor Rate or Alternative Reference Rate

If the Independent Adviser, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 7.2(c)(iii) (*Adjustment Spread*)), subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the further operation of this Condition 7.2(c) (*Benchmark Replacement*)); or
- (B) there is no Successor Rate but that there is an Alternative Reference Rate, then such Alternative Reference Rate shall (subject to adjustment as provided in Condition 7.2(c)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof)

for all future payments of interest on the Notes (subject to the further operation of this Condition 7.2(c) (*Benchmark Replacement*)).

(iii) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Reference Rate (as the case may be).

Following any such determination by the Independent Adviser, following consultation with the Issuer, of the Adjustment Spread, the Issuer shall give notice thereof in accordance with Condition 7.2(c)(vi) (*Notices*). The Principal Paying Agent or the Agent Bank, as applicable, shall apply such Adjustment Spread to the Successor Rate or the Alternative Reference Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Reference Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Reference Rate and Adjustment Spread is determined in accordance with this Condition 7.2(c) (*Benchmark Replacement*) and the Independent Adviser, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines:

(A) that amendments to the Conditions, the Note Trust Deed or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Reference Rate and, in each case, the application of the Adjustment Spread (such amendments, the **Benchmark Amendments**); and

(B) the terms of the Benchmark Amendments,

then the Issuer shall, following consultation with the Independent Adviser and subject to the Issuer giving notice thereof in accordance with Condition 7.2(c)(vi) (*Notices*), without any requirement for the consent or approval of Noteholders, the Receiptholders, the Couponholders or any other Series Secured Party, vary the Conditions and/or the Note Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Note Trustee of a certificate signed by one Authorised Signatory of the Issuer pursuant to Condition 7.2(c)(vi) (*Notices*), the Note Trustee shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders, Receiptholders or Couponholders or any other Series Secured Party, be obliged to use its best endeavours to implement any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Note Trust Deed) and the Note Trustee shall not be liable to any party for any consequences thereof (irrespective of whether such Benchmark Amendment(s) relate(s) to a Basic Terms Modification (as defined in the Note Trust Deed)), provided that the Note Trustee shall not be obliged so to implement if, in the opinion of the Note Trustee, doing so would

impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or the Note Trust Deed and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental note trust deed) in any way.

In connection with any such modifications in accordance with this Condition 7.2(c)(iv) (*Benchmark Amendments*), the Issuer and the Independent Adviser shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Survival of Original Reference Rate Provisions

Without prejudice to the obligations of the Issuer or the Independent Adviser under this Condition 7.2(c) (*Benchmark Replacement*), the Original Reference Rate and the fallback provisions provided for in Condition 7.2(c)(ii) (*Successor Rate or Alternative Reference Rate*) and the Agency Agreement will continue to apply unless and until:

- (A) a Benchmark Event has occurred and the Independent Adviser, following consultation with the Issuer, has determined the Successor Rate or the Alternative Reference Rate (as the case may be), the Adjustment Spread and Benchmark Amendments, in accordance with the relevant provisions of this Condition 7.2(c) (*Benchmark Replacement*); and
- (B) the Issuer notifies the Note Trustee of such determination.

(vi) Notices

Any Successor Rate, Alternative Reference Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 7.2(c) (*Benchmark Replacement*) will be notified promptly by the Issuer to the Note Trustee, the Paying Agents, the Agent Bank (if applicable), the Borrowers and, in accordance with Condition 16 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Note Trustee of the same, the Issuer shall deliver to the Note Trustee a certificate signed by one Authorised Signatory of the Issuer:

- (A) confirming:
  - 1) that a Benchmark Event has occurred;
  - 2) the Successor Rate or, as the case may be, the Alternative Reference Rate;
  - 3) any Adjustment Spread; and
  - 4) the specific terms of any Benchmark Amendments,

in each case as determined in accordance with the provisions of this Condition 7.2(c) (*Benchmark Replacement*); and

- (B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread.

The Note Trustee shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Reference Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Reference Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the ability of the Note Trustee to rely on such certificate as aforesaid) be binding on the Issuer, the Note Trustee, the Principal Paying Agent, the Agent Bank and the Noteholders.

(vii) Definitions

In this Condition 7.2(c) (*Benchmark Replacement*):

**Adjustment Spread** means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Reference Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (B) (if no such recommendation has been made, or in the case of an Alternative Reference Rate) the Independent Adviser, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be); or
- (C) (if the Independent Adviser, in consultation with the Issuer, determines that no such industry standard is recognised or acknowledged) the Independent Adviser, in its discretion, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines to be appropriate;

**Alternative Reference Rate** means an alternative benchmark or screen rate which the Independent Adviser, following consultation with the Issuer and acting in good faith and in a commercially reasonable manner, determines in accordance with Condition 7.2(c)(ii) (*Successor Rate or Alternative Reference Rate*) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating

rates of interest (or the relevant component thereof) in the same Specified Currency as the Notes;

**Benchmark Event** means:

- (A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (B) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to such date specified in (i); or
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that (i) the Original Reference Rate has been permanently or indefinitely discontinued or (ii) the Original Reference Rate is no longer representative of an underlying market; or
- (D) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the date specified in (i); or
- (E) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used either generally, or in respect of the Notes and (ii) the date falling six months prior to the date specified in (i); or
- (F) it has or will prior to the next Interest Determination Date become unlawful for the Agent Bank or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the Original Reference Rate;

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with experience in the international capital markets appointed by the Issuer at its own expense under Condition 7.2(c)(i) (*Independent Adviser*) and notified in writing to the Note Trustee;

**Original Reference Rate** means the benchmark or screen rate (as applicable) specified in the applicable Pricing Supplement for the purposes of determining the relevant Rate of Interest (or any component part(s) thereof) in respect of the Notes or (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 7.2(c) (*Benchmark Replacement*); and

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities, or (iv) the Financial Stability Board or any part thereof; and
- (C) Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(d) **Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 7.2(b) (*Rate of Interest*) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 7.2(b) (*Rate of Interest*) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(e) **Determination of Rate of Interest and calculation of Interest Amounts**

The Agent Bank will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent Bank will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding principal amount of the Notes represented by such Global Note; or
- (ii) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with

applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 7.2:

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

**Y1** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y2** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M1** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M2** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D1** is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

**D2** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;



- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

**Y1** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y2** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M1** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M2** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D1** is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

**D2** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30;

- (vii) if "30E/360 (ISDA)" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

**Y1** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y2** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M1** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M2** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D1** is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

**D2** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of

February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(f) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Agent Bank by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Pricing Supplement) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Pricing Supplement), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent Bank shall determine such rate at such time and by reference to such sources as the Issuer shall determine appropriate for such purposes.

**Designated Maturity** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(g) **Notification of Rate of Interest and Interest Amounts**

The Agent Bank will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Note Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 16 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 16 (*Notices*). For the purposes of this paragraph, the expression London Business Day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(h) **Determination or Calculation by the Note Trustee**

If for any reason at any relevant time the Agent Bank defaults in its obligation to determine the Rate of Interest or in its obligation to calculate any Interest Amount in accordance with Condition 7.2(b)(i) (*ISDA Determination for Floating Rate Notes*) or Condition 7.2(b)(ii) (*Screen Rate Determination for Floating Rate Notes*), as the case may be, and in each case in accordance with Condition 7.2(e) (*Determination of Rate of Interest and calculation of Interest Amounts*) and Condition 7.2(f) (*Linear Interpolation*), the Note Trustee may (but without any liability accruing to the Note Trustee as a result) determine (or appoint an agent or expert at the expense of the Issuer who shall determine) the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified

in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Note Trustee may (but without any liability accruing to the Note Trustee as a result) calculate (or appoint an agent or expert at the expense of the Issuer who shall calculate) the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(i) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 7 (*Interest*) by the Agent Bank shall (in the absence of wilful default, gross negligence, bad faith, fraud or manifest error) be binding on the Issuer, the Paying Agents, the Agent Bank and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default, gross negligence, bad faith or fraud) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent Bank or the Note Trustee in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

(j) **Agent Bank**

The Issuer shall procure that, so long as any of the Notes remains outstanding, there is at all times an Agent Bank for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the Agent Bank. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Rate of Interest and the Interest Amount for any Interest Period, the Issuer shall, subject to the prior written approval of the Note Trustee, appoint the London office of another major bank engaged in the London interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed.

(k) **Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) as provided in the Note Trust Deed.

## **8 Payments**

### **8.1 Method of payment**

(a) Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency; and

- (ii) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.
- (b) Payments will be subject in all cases to:
- (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*); and
  - (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10 (*Taxation*)) any law implementing an intergovernmental approach thereto.

## 8.2 Presentation of definitive Notes, Receipts and Coupons

- (a) Subject as follows in respect of Instalment Redemption, payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 8.1 only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes.
- (b) Where Instalment Redemption is specified as applicable in the applicable Pricing Supplement, payment of instalments of principal on an Instalment Date (other than the Instalment Date falling on the Maturity Date) in respect of definitive Notes will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)). Each Receipt must be presented for payment together with the Note to which it appertains. Any Receipt presented without the Note to which it appertains does not constitute valid obligations of the Issuer.
- (c) Payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).
- (d) Fixed Rate Notes in definitive form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter).

- (e) Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.
- (f) Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose principal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the principal amount of such Note.
- (g) If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

### 8.3 **Payments in respect of Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

### 8.4 **General provisions applicable to payments**

- (a) The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular principal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.
- (b) Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:
  - (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
  - (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange

controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

## 8.5 **Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 11 (*Prescription*)) is:

- (a) or falls after the relevant due date;
- (b) or falls at least one day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency, after the corresponding Loan Payment Day;
- (c) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
  - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
  - (ii) in each Additional Financial Centre (other than TARGET2 System) specified in the applicable Pricing Supplement;
- (d) if TARGET2 System is specified as an Additional Financial Centre in the applicable Pricing Supplement, a day on which the TARGET2 System is open; and
- (e) either:
  - (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency; or
  - (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

## 8.6 **Interpretation of principal and interest**

- (a) Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:
  - (i) any additional amounts which may be payable with respect to principal under Condition 10 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Note Trust Deed;

- (ii) the Final Redemption Amount of the Notes (or, in the case of Notes redeemable in instalments, the Instalment Amounts); and
  - (iii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.
- (b) Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 10 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Note Trust Deed.

## **9 Redemption and Purchase**

### **9.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer:

- (a) where Final Redemption is specified in the applicable Pricing Supplement, at its Final Redemption Amount specified in the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date specified in the applicable Pricing Supplement; or
- (b) where Instalment Redemption is specified in the applicable Pricing Supplement, in part on each Instalment Date in the Instalment Amount in the relevant Specified Currency, all as specified in the applicable Pricing Supplement.

### **9.2 Redemption for tax reasons**

If as a result of any actual or proposed change in tax law, the Issuer determines (in its reasonable commercial judgement), and certifies to the Note Trustee, that it would, on the next following Interest Payment Date, be required to make a withholding or deduction in respect of payments to be made on such Interest Payment Date (other than in respect of a Noteholder Specific Withholding) and the Issuer does not opt to pay additional amounts pursuant to Condition 10(b) (*Taxation*) or, having so opted, notifies the Note Trustee and the Noteholders, in accordance with Condition 16 (*Notices*), of its intention to cease paying such additional amounts, the Issuer shall redeem the Notes in whole, but not in part, at their principal amount, plus accrued interest to (but excluding) the date of redemption, as soon as reasonably practicable prior to the next following Interest Payment Date or, if it is not reasonably practicable for the Issuer to redeem the Notes prior to the next following Interest Payment Date, within three Business Days thereafter. For the avoidance of doubt, any amounts in respect of accrued interest which fall due on any such redemption of the Notes (and, where the redemption follows the next following Interest Payment Date, such Interest Payment Date) shall be paid subject to the required withholding or deduction and the Issuer shall not be obliged to pay any additional amounts in respect thereof.

### **9.3 Redemption at the option of the Borrowers (Borrower Call)**

- (a) If Borrower Call is specified as being applicable in the applicable Pricing Supplement, a Borrower may elect to prepay at any time (or, where such Loan was advanced in connection with a Floating Rate Note, on any Loan Payment Date) after the relevant Final Retained Note Disposal Date (if applicable) a Loan advanced in connection with the relevant Series of Notes in whole or in part.

- (b) Upon such election (if no replacement Commitment is put in place with another Borrower), the Issuer shall, on giving not less than 30 nor more than 60 days' notice, redeem the Notes of such Series in whole or, in respect of a prepayment in part, in an aggregate principal amount equal to the principal amount of the Loan to be repaid on the date which is two Business Days after that on which payment is made by such Borrower under its Loan Agreement (the **Loan Prepayment Date**).
- (c) Redemption of Notes pursuant to this Condition 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*) shall be made at the Optional Redemption Amount(s) specified in the applicable Pricing Supplement, together with any interest accrued up to (but excluding) the Loan Prepayment Date.
- (d) The Optional Redemption Amount will be:
- (i) if Par Amount is specified in the applicable Pricing Supplement, the principal amount of the Notes;
  - (ii) if Modified Spens Amount is specified in the applicable Pricing Supplement, the amount determined as set out below: or
  - (iii) if Make Whole Amount or Other Amount is specified in the applicable Pricing Supplement, the amount determined as set out in the applicable Pricing Supplement.
- (e) If Modified Spens Amount is specified in the applicable Pricing Supplement, the Optional Redemption Amount shall be the amount equal to the higher of the following:
- (i) par; and
  - (ii) the price (expressed as a percentage) (as reported in writing to the Issuer and the Note Trustee by a financial adviser nominated by the Issuer and approved by the Note Trustee (the **Nominated Financial Adviser**)) (and rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Notes (if the Notes were to remain outstanding until their original maturity) on the Determination Date would be equal to the sum of (i) the Gross Redemption Yield at 3:00 pm (London time) on the Determination Date of the Benchmark Gilt and (ii) the Spens Margin.
- (f) For the purposes of this Condition:

**Benchmark Gilt** means the UK Government Gilt specified as such in the applicable Pricing Supplement or such other conventional (i.e. not index-linked) UK Government Gilt as the Issuer (with the advice of the Nominated Financial Adviser) may determine to be the most appropriate conventional UK Government Gilt;

**Determination Date** means three Business Days prior to the Loan Prepayment Date;

**Gross Redemption Yield** means a yield calculated by the Nominated Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper "*Formulae for Calculating Gilt Prices from Yields*" page 5, Section One: Price/Yield Formulae (Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date) (published on 8 June 1998 and updated on 15 January 2002 and 16 March 2005) (as amended or supplemented from time to time); and



**Spens Margin** means the margin specified as such in the applicable Pricing Supplement.

#### 9.4 **Maturity Call Par Option**

- (a) If Maturity Par Call Option is specified as being applicable in the applicable Pricing Supplement, a Borrower may from (and including) the Call Option Date specified in the applicable Pricing Supplement (which shall be no earlier than 90 days before the Maturity Date) elect to prepay at any time (or, where such Loan was advanced in connection with a Floating Rate Note, on any subsequent Loan Payment Date prior to the Maturity Date (if any)) after the relevant Final Retained Note Disposal Date (if applicable) a Loan advanced in connection with the relevant Series of Notes in whole or in part.
- (b) Upon such election, the Issuer shall, on giving not less than 15 nor more than 30 days' notice, redeem the Notes of such Series in whole or, in respect of a prepayment in part, in an aggregate principal amount equal to the principal amount of the Loan to be repaid on the date which is two Business Days after that on which payment is made by such Borrower under its Loan Agreement (the **Loan Prepayment Date**).
- (c) Redemption of Notes pursuant to this Condition 9.4 (*Maturity Call Par Option*) shall be made at their principal amount, together with any interest accrued up to (but excluding) the Loan Prepayment Date.

#### 9.5 **Residual Call Option**

- (a) If Residual Call Option is specified as being applicable in the applicable Pricing Supplement, the Borrowers in respect of all Loan Agreements entered into in connection with a Series of Notes may (acting together) elect to prepay the Loans advanced in connection with the relevant Series of Notes in whole (but not in part) at any time (or, where such Loan was advanced in connection with a Floating Rate Note, on any Loan Payment Date) after the relevant Final Retained Note Disposal Date (if applicable) in the event that the aggregate outstanding principal amount of the Notes of such Series (being, where Instalment Redemption is specified as applicable in the applicable Pricing Supplement, the original principal amount ignoring any previous redemption of principal in accordance with Condition 9.1(b) (*Redemption at maturity*)) is equal to or less than the Residual Call Option Percentage specified in the applicable Pricing Supplement of the aggregate principal amount of the Notes of such Series issued.
- (b) Upon such election, the Issuer shall, on giving not less than 15 nor more than 30 days' notice, redeem the Notes of such Series in whole on the date which is two Business Days after that on which payment is made by the Borrowers under such Loan Agreements (the **Loan Prepayment Date**).
- (c) Redemption of Notes pursuant to this Condition 9.5 (*Residual Call Option*) shall be made at the Residual Call Amount, together with any interest accrued up to (but excluding) the Loan Prepayment Date.
- (d) Notwithstanding the foregoing, if one or more Borrowers has elected to repay any Loan Agreement entered into in connection with such Series of Notes in circumstances which has resulted in the exercise by the Issuer of the Borrower Call option in accordance with Condition 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*) in respect of part only of a relevant Series of Notes, the provisions of this Condition 9.5 (*Residual*

*Call Option*) shall not apply to the same Series of Notes for a period of 12 months from the applicable date of the partial redemption of the Notes of such Series.

#### 9.6 **Mandatory Early Redemption**

If a Loan in respect of a Series of Notes becomes repayable:

- (a) as a result of a Borrower Default; and/or
- (b) following a Borrower ceasing to be a Registered Provider of Social Housing (other than if such Borrower regains its status as a Registered Provider of Social Housing or ceases to be a Borrower within 180 days),

then (unless the Issuer has agreed with another Borrower or Borrowers to increase its Commitment by the relevant amount of the Loan to be prepaid not later than the date on which the relevant amount of Notes would otherwise be redeemed) the Issuer shall redeem the Notes of the relevant Series in full at their principal amount together (if appropriate) with accrued interest to (but excluding) the date on which the Loan is repaid (the **Loan Repayment Date**), on date which is two Business Days after the Loan Repayment Date.

#### 9.7 **Notices**

- (a) Notice of any early redemption in accordance with Conditions 9.2 (*Redemption for tax reasons*), 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*), 9.4 (*Maturity Call Par Option*), 9.5 (*Residual Call Option*) or 9.6 (*Mandatory Early Redemption*) above shall be given by the Issuer to the Note Trustee, the Paying Agents and the Noteholders, in accordance with Condition 16 (*Notices*), as promptly as practicable (but, in the case of Conditions 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*), 9.4 (*Maturity Call Par Option*) and 9.5 (*Residual Call Option*), shall be no later than three Business Days after the receipt by the Issuer of notice from any Borrower of its intention to prepay a corresponding amount pursuant to the relevant Loan Agreement).
- (b) In respect of any redemption pursuant to 9.5 (*Residual Call Option*)) such notice to the Note Trustee shall be delivered together with a certificate signed by one Authorised Signatory of the Issuer confirming that the Borrowers are entitled to repay the relevant Loan(s) and the Issuer is therefore entitled to redeem the relevant Notes. The Note Trustee shall be entitled to rely on such certificate without further enquiry.

#### 9.8 **Provision relating to Partial Redemption**

In the case of a partial redemption of Notes, Notes to be redeemed (**Redeemed Notes**) will:

- (a) in the case of Redeemed Notes represented by definitive Notes, be drawn individually by lot, not more than 30 days prior to the date fixed for redemption; and
- (b) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 16 (*Notices*) not less than 15 days prior to the date fixed for redemption. Such notice will also specify the date fixed for redemption, the early redemption amount and the aggregate principal amount of the Redeemed

Notes, the serial numbers of the Notes previously called for redemption and not presented for payment and the aggregate principal amount of the Notes which will be outstanding after the partial redemption.

#### 9.9 **Calculations**

Each calculation, by or on behalf of the Issuer, for the purposes of this Condition 9 (*Redemption and Purchase*) shall, in the absence of the manifest error, be final and binding on all persons. If the Issuer does not at any time for any reason calculate amounts referred to in this Condition 9 (*Redemption and Purchase*), such amounts may be calculated by the Note Trustee or an agent or expert appointed by the Note Trustee at the expense of the Issuer for this purpose (without any liability accruing to the Note Trustee as a result) based on information supplied to it by the Issuer and each such calculation shall be deemed to have been made by the Issuer.

#### 9.10 **Purchase of Notes by the Borrowers**

- (a) Any Borrower and any other member of the Group (other than the Issuer) may at any time purchase Notes of any Series (provided that, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise.
- (b) Following any such purchase, such Borrower or any such member of the Group, as the case may be, may (but is not obliged to) surrender such Notes to the Issuer for cancellation. An amount equal to the principal amount of such Notes being surrendered shall be deemed to be prepaid under the Loan Agreement specified by such Borrower or any such member of the Group (which must be a Loan Agreement entered into in connection with such Series) (but, for the avoidance of doubt, without triggering a redemption under Conditions 9.3 (*Redemption at the option of the Borrowers (Borrower Call)*), 9.4 (*Maturity Call Par Option*) or 9.5 (*Residual Call Option*)) or, to the extent the relevant Loan is not then outstanding, an amount of the applicable Undrawn Commitment of the relevant Borrower equal to the Outstanding Balance of the relevant Notes surrendered shall be deemed to be cancelled for the purposes of such Loan Agreement and an amount of Retained Proceeds equal to the Cancelled Retained Proceeds shall be paid by the Issuer to such Borrower or such other member of the Group, as the case may be.

#### 9.11 **Purchase of Notes by the Issuer**

The Issuer may not at any time purchase Notes other than Retained Notes on the Issue Date thereof.

#### 9.12 **Cancellation**

- (a) All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 9.10 (*Purchase of Notes by the Borrowers*) (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.
- (b) Where Retained Notes are specified as being applicable in the applicable Pricing Supplement in respect of a Series, the Issuer:
  - (i) shall cancel all such Retained Notes held by or on behalf of the Issuer:

- (A) immediately prior to such Retained Notes being redeemed on the applicable Maturity Date;
  - (B) forthwith upon notice that the Notes of such Series are to be redeemed (and, in any event, prior to such redemption) in accordance with Condition 9.2 (*Redemption for tax reasons*), 9.4 (*Maturity Call Par Option*), 9.5 (*Residual Call Option*), Condition 9.6 (*Mandatory Early Redemption*) or Condition 12.1 (*Events of Default*); and
  - (C) on the Retained Note Cancellation Date (if any); and
- (ii) may cancel any Retained Notes held by it or on its behalf at any time at its discretion.

## 10 Taxation

- (a) All payments of principal and interest in respect of the Notes, Receipts and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law.
- (b) Notwithstanding the foregoing, in the event that the Issuer would, on the next Interest Payment Date, be required to make a withholding or deduction in respect of tax (other than in respect of a Noteholder Specific Withholding), the Issuer may, provided that it has given notice to the Note Trustee and the Noteholders, in accordance with Condition 16 (*Notices*), of its intention to do so prior to such Interest Payment Date, pay to Noteholders such additional amounts as may be necessary in order that the net amounts received by the Noteholders after such withholding or deduction will equal the amounts of principal and interest which would have been received in respect of the Notes in the absence of such withholding or deduction. If at any time the Issuer intends to cease paying such additional amounts it may do so by giving notice to the Noteholders and the Note Trustee of its intention to do so with effect from the next Interest Payment Date.

## 11 Prescription

- (a) The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor.
- (b) There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 8.2 (*Presentation of definitive Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 8.2 (*Presentation of definitive Notes, Receipts and Coupons*).

## 12 Events of Default

### 12.1 Events of Default

The Note Trustee at its discretion may, and if so requested in writing by the holders of at least one-fourth in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), (but in the case of the happening of any of the events described in Conditions

12.1(b), 12.1(c) and 12.1(j), only if the Note Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at their principal amount together (if appropriate) with accrued interest as provided in the Note Trust Deed if any of the following events (each an **Event of Default**) shall occur:

- (a) if default is made in the payment in the Specified Currency of any principal or interest due in respect of the Notes or any of them and the default continues for a period of 7 days in the case of principal and 14 days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Conditions or the Note Trust Deed or if any representation given by the Issuer to the Note Trustee in the Note Trust Deed is found to be untrue, incorrect or misleading as at the time it was given and (except in any case where, in the opinion of the Note Trustee, the failure or inaccuracy is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or
- (c)
  - (i) any other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described);
  - (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or
  - (iii) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 12.1(c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Note Trustee); or
- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms previously approved in writing by the Note Trustee or by an Extraordinary Resolution; or
- (e) if the Issuer ceases or threatens to cease to carry on the whole or, in the opinion of the Note Trustee, substantially all of its business, save for the purposes of reorganisation on terms previously approved in writing by the Note Trustee or by an Extraordinary Resolution; or
- (f) the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

- (g) if:
  - (i) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, liquidator, administrator or other similar official, or an administrative or other receiver, manager, liquidator, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to all or substantially all of the undertaking or assets of the Issuer, or an encumbrancer takes possession of all or substantially all of the undertaking or assets of the Issuer, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against all or substantially all of the undertaking or assets of the Issuer; and
  - (ii) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (h) if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium): or
- (i) if the Issuer makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (j) if it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Note Trust Deed or any Loan Agreement.

## 12.2 Enforcement

- (a) The Note Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Note Trust Deed, the Notes, the Receipts, the Coupons, the other Programme Documents and any other documents relating thereto, but it shall not be bound to take any such proceedings or any other action in relation to the Note Trust Deed, the Notes, the Receipts, the Coupons, the other Programme Documents or any other documents relating thereto unless:
  - (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fourth in principal amount of the Notes then outstanding; and
  - (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- (b) The Note Trustee may refrain from taking any action, step or proceeding in any jurisdiction if the taking of such action, step or proceeding in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction (upon which the Note Trustee may rely absolutely and without liability to any person), be contrary to any law of that jurisdiction. Furthermore, the Note Trustee may also refrain from taking such action, step or proceeding if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power

to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

- (c) No Noteholder, Receiptholder, Couponholder or any other Series Secured Party (other than the Note Trustee) shall be entitled:
- (i) to take any steps or actions against the Issuer to enforce the performance of any of the provisions of the Note Trust Deeds the Notes, the Receipts, the Coupons or any of the other Programme Documents; or
  - (ii) to take any other action (including lodging an appeal in any proceedings) in respect of or concerning the Issuer,

in each case unless the Note Trustee having become bound so to take any such steps, actions or proceedings, fails so to do within a reasonable period, and the failure shall be continuing.

### **13 Replacement of Notes, Receipts, Coupons and Talons**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (subject to all applicable laws and requirements of the London Stock Exchange) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

### **14 Paying Agents**

- (a) The initial Paying Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Pricing Supplement.
- (b) The Issuer is entitled, with the prior written approval of the Note Trustee, to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:
  - (i) there will at all times be a Principal Paying Agent;
  - (ii) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
  - (iii) if at any time:
    - (A) any withholding or deduction of any amount for or on account of any taxes or duties upon the Notes, Receipts or Coupons is required upon the Notes, Receipts or Coupons being presented for payment in the United Kingdom; and

- (B) such withholding or deduction would not be required were the Notes, Receipts or Coupons to be presented for payment outside the United Kingdom,

there will at such times be a Paying Agent in a jurisdiction within Europe, other than any Tax Jurisdiction.

- (c) In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 8.4 (*General provisions applicable to payments*). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 16 (*Notices*).
- (d) In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Note Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholder, Receiptholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

## **15 Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 11 (*Prescription*).

## **16 Notices**

- (a) All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules and regulations. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Note Trustee shall approve.
- (b) Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the second day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg. In addition, for so long as any Notes are listed on a stock exchange or



are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

- (c) Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## **17 Substitution**

- (a) The Note Trust Deed contains provisions permitting the Note Trustee to, subject to any required amendment of the Note Trust Deed, without the consent of the Noteholders, Receiptholders or the Couponholders or any other Series Secured Party (other than, in respect of the novation or assignment of any Loan Agreement, the relevant Borrower), agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Receipts, the Coupons and the Note Trust Deed of another company, registered society or other entity subject to certain conditions set out in the Note Trust Deed being complied with.
- (b) Any such substitution shall be notified to the Noteholders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

## **18 Meetings of Noteholders, Modification and Waiver**

### **18.1 Meetings of Noteholders**

- (a) The Note Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Programme Documents. Such a meeting may be convened by the Issuer or the Note Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being remaining outstanding (other than in respect of a meeting requested by Noteholders to discuss the financial position of the Issuer and the Group, which shall be requested in accordance with Condition 6.2(b) (*Information Covenants*)). The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in aggregate more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons or the Note Trust Deed (including, *inter alia*, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes, modifying the date of payment of principal or interest in respect of the Notes, altering the currency of payment of the Notes, the Receipts or the Coupons, altering the majority required to pass an Extraordinary Resolution or amending the Asset Cover Test (as defined in each Loan Agreement) in any Loan Agreement), the quorum shall be one or more persons holding or representing in aggregate not less than 75 per cent. in principal amount of the Notes

for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing in aggregate not less than 25 per cent. in principal amount of the Notes for the time being outstanding.

- (b) The Note Trust Deed provides that:
- (i) a resolution passed at a meeting duly convened and held in accordance with the Note Trust Deed by a majority consisting of not less than 75 per cent. of the votes cast on such resolution;
  - (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes for the time being outstanding; or
  - (iii) consent given by way of electronic consents through the relevant clearing system(s) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes for the time being outstanding,

shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not (in the case of Extraordinary Resolutions passed at any meeting) they are present at any meeting and whether or not they voted on the resolution (or, in the case of a written resolution, whether or not they signed such written resolution), and on all Receiptholders and Couponholders.

- (c) For so long any Notes are held by or on behalf of or for the benefit of the Issuer (including, for the avoidance of doubt, the Retained Notes for so long as they are held by or on behalf of the Issuer), a Borrower or any other member of the Group, in each case as beneficial owner, such Notes shall (unless and until ceasing to be so held) be deemed not to be outstanding for the purpose of, *inter alia*, voting in accordance with the Note Trust Deed.

## 18.2 Modification, Waiver, Authorisation and Determination

- (a) The Note Trustee may agree, without the consent of the Noteholders, Receiptholders, Couponholders or any other Series Secured Party, to any modification (except as stated in the Note Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, the Note Trust Deed, a Loan Agreement or any other Programme Document, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which, in the opinion of the Note Trustee, is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Note Trustee, is proven. Any such modification, waiver, authorisation or determination shall be binding on the Noteholders, the Receiptholders, the Couponholders and the other Series Secured Parties and (unless the Note Trustee agrees otherwise) shall be notified to the Noteholders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.
- (b) In addition, the Note Trustee shall (subject to the provisions of Condition 7.2(c) (*Benchmark Replacement*)) be obliged to agree such modifications to the Note Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 7.2(c) (*Benchmark Replacement*) in connection with effecting any Benchmark Amendments without the requirement for the consent or sanction of the

Noteholders, Receiptholders Couponholders or any other Series Secured Party. Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders of that Series and, unless the Note Trustee agrees otherwise, shall be notified to the Noteholders of that Series in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

### 18.3 **Note Trustee to have regard to interests of Noteholders as a class**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Note Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Note Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Note Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 10 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 10 (*Taxation*) pursuant to the Note Trust Deed.

## 19 **Indemnification of the Note Trustee and the Note Trustee contracting with the Issuer**

- (a) The Note Trust Deed contains provisions for the indemnification of the Note Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders, the Receiptholders and the Couponholders, including:
  - (i) provisions relieving it from taking action unless secured and/or indemnified and/or pre-funded to its satisfaction; and
  - (ii) provisions limiting or excluding its liability in certain circumstances.
- (b) The Note Trustee is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Series Charged Property, from any obligation to insure all or any part of the Series Charged Property (including, in either case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder), or to procure the same to be insured.
- (c) The Note Trust Deed also contains provisions pursuant to which the Note Trustee is entitled, *inter alia*:
  - (i) to enter into or be interested in any contract or financial or other transaction or other arrangement with the Issuer and/or any other Programme Party or any person or body corporate associated with the Issuer and/or any Programme Party; and
  - (ii) to accept or hold the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Issuer and/or any Programme Party or any such person or body corporate so associated or any other office of profit under the Issuer and/or any Programme Party or any such person or body corporate so associated.

- (d) The Note Trustee shall not be bound to take any step or action in connection with the Note Trust Deed or the Notes or obligations arising pursuant thereto or pursuant to the other Programme Documents, where it is not satisfied that it is indemnified and/or secured and/or prefunded against all its liabilities and costs incurred in connection with such step or action and may demand, prior to taking any such step or action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify it.
- (e) The Note Trustee shall have no responsibility for the validity, sufficiency or enforceability of the Series Security. The Note Trustee shall not be responsible for monitoring the compliance by any of the other Programme Parties with their obligations under the Programme Documents or a Loan Agreement, neither (in respect of any Fully Secured Notes) shall the Note Trustee be responsible for monitoring the compliance by any Borrower, any Eligible Group Member or any of the other parties to the Legal Mortgages and the Security Trust Deed of their obligations under the Legal Mortgages, the Security Trust Deed or any other document.

## **20 Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes (and backed by the same assets) or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes. Any further notes so created and issued shall be constituted by a trust deed supplemental to the Note Trust Deed.

## **21 Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **22 Governing Law and Submission to Jurisdiction**

### **22.1 Governing law**

The Programme Documents, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Programme Documents, the Notes, the Receipts and the Coupons are governed by, and construed in accordance with, English law.

### **22.2 Submission to jurisdiction**

- (a) Subject to Condition 22.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Note Trust Deed, the Notes, the Receipts and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Note Trust Deed, the Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and the Note Trustee and any Noteholders, Receiptholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

- (b) For the purposes of this Condition 22.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Note Trustee, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take:
  - (i) proceedings in any other court with jurisdiction; and
  - (ii) concurrent proceedings in any number of jurisdictions.

### 22.3 **Other documents**

The Issuer has in the Programme Documents (other than the Legal Mortgages) submitted to the jurisdiction of the English courts.

## Form of Pricing Supplement

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the **UK**). For the purposes of this provision, the expression retail investor means a person who is one (or both) of the following (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the][each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s']['s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s']['s'] target market assessment) and determining appropriate distribution channels.

**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s']['s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance**

**Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.

**[Singapore SFA Product Classification:** In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**) the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'capital markets products other than prescribed capital markets products' (as defined in the CMP Regulations 2018) and [Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>1</sup>

[Date]

**STONEWATER FUNDING PLC**  
**Legal entity identifier (LEI): 213800FZ41F6PUWBX281**

**Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]**  
**under the £1,000,000,000**  
**Note Programme**

**Part A – Contractual Terms**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Programme Admission Particulars dated 26 July 2021 [and the supplement[s] to it dated [date] [and [date]] ([together,] the **Programme Admission Particulars**). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Programme Admission Particulars. Full information on the Obligors and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Programme Admission Particulars. The Programme Admission Particulars have been published via the regulatory news service maintained by the London Stock Exchange ([www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html)).

- 1. Issuer: Stonewater Funding plc
  
- 2. (a) Series Number: [specify]
  
- (b) Tranche Number: [specify]
  
- (c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [specify] on [the Issue Date][the date that is 40 days after the Issue Date][exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [29] below, which is expected to occur on or about [specify]][Not Applicable].

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<sup>1</sup> Legend to be included for any offers made in Singapore where the Notes are "capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04:N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investments Products). Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

3. Specified Currency: [specify]
- [NB no non-Sterling Fully Secured Notes shall be issued until the necessary amendments to the Programme Admission Particulars and Programme Documents are made]
4. Aggregate Principal Amount:
- (a) Series: [specify]
- (b) Tranche: [specify]
5. Retained Notes: [Applicable][Not Applicable]
- (a) Retained Notes Principal Amount: [specify][Not Applicable]
- (b) Retained Note Cancellation Date [specify][Not Applicable]
6. Issue Price [specify] per cent. of the Aggregate Principal Amount [plus accrued interest from [specify]]
7. Specified Denomination(s): [specify]
8. Calculation Amount (in relation to calculation of interest in respect of Notes in global form see Conditions): [specify]
9. Issue Date: [specify]
10. Interest Commencement Date: [specify][Issue Date]
11. Maturity Date: [specify][Interest Payment Date falling in or nearest to [specify]]
12. Interest Basis: [Fixed Rate] [and] [Floating Rate]
- (see paragraph [20][21] below)
13. Redemption Basis: [Redemption on the Maturity Date at the Final Redemption Amount][Instalment Redemption]
- (see paragraph [22][23] below)
14. Change of Interest Basis: [specify][Not Applicable]
15. Security Basis: [Partly Secured Notes][Fully Secured Notes]
16. Date Board approval for issuance of Notes obtained [specify]



## Provisions relating to the Loan Agreements

17. Borrower(s) and Commitment(s):

<i>Borrower</i>	<i>Commitment</i>
[Stonewater Limited]	£[●]
[Stonewater (2) Limited]	£[●]
[Stonewater (5) Limited]	£[●]
[Additional Borrower]	£[●]

*Upon the accession of an Additional Borrower, a new Programme Admission Particulars or a supplement to these Programme Admission Particulars will be published.*

## Provisions relating to the Underlying Security (for Fully Secured Notes)

18. Numerical Apportionment Basis: [Applicable][Not Applicable]

Initial Apportioned Properties: [specify number of units]

19. Specific Apportionment Basis: [Applicable][Not Applicable]

*(NB If applicable, supplement to the Programme Admission Particulars to be prepared)*

## Provisions relating to interest payable

20. Fixed Rate Note Provisions: [Applicable][Not Applicable]

(a) Rate(s) of Interest: [specify] per cent. per annum payable in arrear on each Interest Payment Date

(b) Interest Payment Date(s): [specify] in each year up to and including the Maturity Date[, subject to adjustment in accordance with the Business Day Convention set out in (g) below]

(c) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [specify] per Calculation Amount

(d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[specify] per Calculation Amount, payable on the Interest Payment Date falling [in][on] [specify].][Not Applicable]

(e) Day Count Fraction: [Actual/Actual (ICMA)] [30/360]

- (f) Determination Date(s): [[*specify*] in each year] [Not Applicable]
- (g) Business Day Convention: [Following Business Day Convention] [Modified Following Business Day Convention]
21. Floating Rate Note Provisions: [Applicable][Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: [*specify*] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below][, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [Not Applicable]
- (c) Additional Business Centre(s): [*specify*]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination][ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent Bank): [*specify*][Not Applicable]
- (f) Screen Rate Determination: [Applicable][Not Applicable]
- Reference Rate: [*specify*]
- Interest Determination Date(s): [*specify*]
- Relevant Screen Page: [*specify*]
- (g) ISDA Determination: [Applicable][Not Applicable]
- Floating Rate Option: [*specify*]
- Designated Maturity: [*specify*]
- Reset Date: [*specify*]
- (h) Linear Interpolation: [Not Applicable][Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

- (i) Margin(s): [+][-] [*specify*] per cent. per annum
- (j) Minimum Rate of Interest: [*specify*] per cent. per annum
- (k) Maximum Rate of Interest: [*specify*] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

### Provisions relating to Redemption

22. Final Redemption Amount: [[100] per cent. of their principal amount][Not Applicable]
23. Instalment Redemption: [Applicable][Not Applicable]

#### *Instalment Dates*

[*specify*]

[*specify*]

#### *Instalment Amounts*

[*specify*]

[*specify*]

24. Mandatory Early Redemption: [Applicable][Not Applicable]
25. Issuer Call: [Applicable][Not Applicable]
- (a) Optional Redemption Amount: [Par Amount][Modified Spens Amount][Make Whole Amount][Other Amount]
- [Specify method of calculation in where Make Whole Amount or Other Amount is applicable.*
- Modified Spens Amount will only be applicable where the Specified Currency is Sterling]*
- (b) Benchmark Gilt: [*specify*][Not Applicable]
- (c) Spens Margin: [[*specify*] per cent.][Not Applicable]
- (d) Minimum Redemption Amount: [*specify*][Not Applicable]
- (e) Maximum Redemption Amount: [*specify*][Not Applicable]
26. Maturity Call Par Option: [Applicable][Not Applicable]
- Call Option Date: [*specify*][Not Applicable]
- [To be no earlier than 90 days before the Maturity Date]*
27. Residual Call Option: [Applicable][Not Applicable]

Residual Call Amount: [specify]

Residual Call Option Percentage: [specify]

**General provisions applicable to the Notes:**

28. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]  
[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]  
[Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]
29. New Global Note: [Yes][No]
30. Additional Financial Centre(s): [Not Applicable][give details]
31. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payment are still to be made][Not Applicable]

**[THIRD PARTY INFORMATION**

[[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Stonewater Funding plc:

By: .....  
Duly authorised

[By .....  
Duly authorised]

## Part B – Other Information

### 1. Admission to Trading

(a) Admission to Trading [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange plc's International Securities Market [and the London Stock Exchange plc's Sustainable Bond Market] with effect from [specify].]

[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's International Securities Market [and the London Stock Exchange plc's Sustainable Bond Market] with effect from [specify].]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(b) Estimate of total expenses related to admission to trading: [specify]

### 2. Ratings

[The Notes to be issued [have been][are expected to be] rated [[●] by S&P Global Ratings UK Limited.]

[The Notes to be issued are not rated.]

### 3. Interests of natural and legal persons involved in the issue

[Save for the fees [of [insert relevant fee disclosure]] payable to the [Managers][Dealers], so far as the Obligors are aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers][Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Obligors and their affiliates in the ordinary course of business][To be amended as appropriate if there are other interests]

### 4. Yield (*Fixed Rate Notes only*)

[●]. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 5. Historic Interest Rates (*Floating Rate Notes only*)

Details of historic [EURIBOR] rates can be obtained from [Reuters].]

### 6. Operational Information

(a) ISIN: [specify]

(b) Common Code: [specify]

- (c) CFI: *[[specify]*, as updated as set out on the website of the Association of National Number Agencies (ANNA)*][Not Applicable]*
- (If the CFI is not required, requested or available, it should be specified to be "Not Applicable")*
- (d) FISN: *[[specify]*, as updated as set out on the website of the Association of National Number Agencies (ANNA)*][Not Applicable]*
- (If the FISN is not required, requested or available, it should be specified to be "Not Applicable")*
- (e) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): *[specify]**][Not Applicable]*
- (f) Delivery: Delivery *[against]**[free of]* payment
- (g) Names and addresses of additional Paying Agent(s) (if any): *[specify]**][Not Applicable]*
- (h) Intended to be held in a manner which would allow Eurosystem eligibility: *[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]*
- [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]*
- (i) Use of proceeds: *[Give details if additional to the "Use of Proceeds" section in the Programme Admission Particulars]*

[(j) Sustainability Bonds: [Yes][No]  
 Reviewer(s): *[Name of relevant rating agencies and name of third party assurance agent, if any, and details of compliance opinion(s) and availability][Not Applicable]*  
 Date of Second Party Opinion(s): *[specify][Not Applicable]*

**7. Distribution**

(a) Method of distribution: [Syndicated][Non-Syndicated]  
 (b) If syndicated, names of Managers: [Not Applicable][specify]  
 (c) Date of [Subscription] Agreement: [Not Applicable][specify]  
 (d) Stabilisation Manager(s) (if any): [Not Applicable][specify]  
 (e) If non-syndicated, name of relevant Dealer: [Not Applicable][specify]  
 (f) U.S. Selling Restrictions: Regulation S  
 Compliance Category [1][2]  
 [TEFRA D][TEFRA C]

## Use of Proceeds

The net proceeds from the issue of Notes of each Series (or, in the case of any Series of Notes where Retained Notes are specified as being applicable in the applicable Pricing Supplement, the net proceeds of the sale of such Retained Notes to a third party) will be advanced by the Issuer to one or more of the Borrowers, to be applied in the achievement of the relevant Borrower or Borrowers' objects, as permitted by their respective constitutional documents.

If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.

If the Notes are specified as "Sustainability Bonds" in the applicable Pricing Supplement, net proceeds from the issue of the Notes (or, in the case of any Retained Notes, the net proceeds of the sale of such Retained Notes to a third party) (each after deduction of expenses payable by the Issuer) will be used for sustainable purposes and, unless otherwise specified in the applicable Pricing Supplement, will be applied in accordance with the Sustainable Finance Framework as described below, which is set out in the section headed "*Sustainable Finance Framework*" below.



## Sustainable Finance Framework

The Group's Sustainable Finance Framework is available at: <https://www.stonewater.org/about-us/investor-relations/sustainability/>

The Sustainable Finance Framework contains four core components:

- (a) *Use of proceeds*: the Group will allocate proceeds under the Sustainable Finance Framework to finance and/or refinance suitable projects subject to the ICMA and LMA principles, such as construction of new Social and Affordable Housing in the United Kingdom, re-financing of existing Social and Affordable Housing in the United Kingdom, construction of new homes with an EPC (Energy Performance Certificate) Rating of A or B, renovation of existing homes that improve unit EPC ratings by two notches and re-financing of existing homes – subject to a minimum EPC rating of A or B;
- (b) *Process for project evaluation and selection*: overall accountability for the Sustainable Finance Framework lies with the Group's Executive Directors Group (**EDG**). The EDG is a cross divisional committee including senior representatives from Finance, Development, Assets, Corporate Services and Customer Experience. It is responsible for overseeing many of the Group's internal policies and compliance procedures;
- (c) *Management of proceeds*: the Group intends to allocate the proceeds from any sustainability financing transaction(s) to an eligible project portfolio. The EDG will ensure that sustainable projects financed at all times exceed net proceeds raised under the Sustainable Finance Framework; and
- (d) *Reporting*: the Group will make and keep publicly available reporting on the allocation of net proceeds and wherever feasible report on the impact of the projects, within 12 months from the issuance of any Sustainability Bonds, to be renewed annually until full allocation of the net proceeds. Any material developments, such as modification of the framework or allocation portfolio, will be reported in a timely manner.

The Group has appointed ISS Corporate Solutions, Inc (**ISS**) (an independent provider of environmental, social and governance research, ratings and analysis) to review the alignment of the Group's Sustainable Finance Framework with industry practice. ISS has evaluated the Group's Sustainable Finance Framework and has issued an independent opinion confirming its alignment with ICMA's Social Bond Principles (June 2020 edition), ICMA's Green Bond Principles (June 2018 edition), the Green Loan Principles (December 2018) and the Social Loan Principles (April 2021 edition), as administered by the Loan Market Association. The independent opinion provided by ISS dated 16 June 2021 is available for viewing at: <https://www.stonewater.org/about-us/investor-relations/sustainability/>.

No assurance or representation is given by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by any Borrower) which may be made available in connection with the issue of any Notes. For the avoidance of doubt, any such opinion or certification is not, nor shall it be deemed to be, incorporated in and/or form part of these Programme Admission Particulars. Any such opinion or certification is not, nor should it be deemed to be, a recommendation by the Obligors, the Arranger, the ESG Structuring Adviser, the Dealers or any other person to buy, sell or hold any such Notes. The Noteholders have no recourse against the Obligors, the Arranger, the ESG Structuring Adviser, any Dealer or the provider of any such opinion or certification for the contents of any such opinion or certification. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion

or certification for the purpose of any investment in any Notes. Currently, the providers of such opinions and certifications are not subject to any specific or regulatory or other regime or oversight.

## Documents Incorporated by Reference

These Programme Admission Particulars should be read and construed in conjunction with:

- (a) the audited financial statements for the Issuer, including the report of the auditors, for the financial years ended 31 March 2021 and 31 March 2020 (the **Issuer's Financial Statements**);
- (b) the audited financial statements (consolidated where available) for each Original Borrower, including the report of the auditors, for the financial years ended 31 March 2021 and 31 March 2020 (the **Original Borrowers' Financial Statements** and, together with the Issuer's Financial Statements, the **Financial Statements**);
- (c) future audited annual financial statements of each Obligor;
- (d) future unaudited interim financial statements of each Obligor (if any); and
- (e) future inside information as required to be made public under Regulation (EU) No. 596/2016 on market abuse as it forms part of domestic law by virtue of the EUWA (as amended or superseded),

in the case of (c) to (e) (inclusive), as and when such future financial statements or inside information are published in accordance with the ISM Rulebook.

The Financial Statements and such future financial statements and inside information shall (in the case of future financial statements and inside information, upon publication) be incorporated in, and form part of, these Programme Admission Particulars.

Copies of the Financial Statements and such future financial statements and inside information can be obtained from the registered office of the Issuer and from the specified office of the Principal Paying Agent for the time being in London. Documents will also be available for viewing on the Issuer's website at <https://www.stonewater.org/about-us/investor-relations/financial-reports/> and on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

Any documents themselves incorporated by reference in the documents incorporated by reference in these Programme Admission Particulars shall not form part of these Programme Admission Particulars. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or otherwise covered elsewhere in these Programme Admission Particulars.

The Obligors will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in these Programme Admission Particulars which is capable of affecting the assessment of any Notes (including, without limitation, the accession of an Additional Borrower), prepare a supplement to these Programme Admission Particulars or publish a new Programme Admission Particulars for use in connection with any subsequent issue of Notes.

## Description of the Unsecured Loan Agreements

*The following description of the Unsecured Loan Agreements consists of a summary of certain provisions of the Unsecured Loan Agreements and is qualified by reference to the detailed provisions thereof. The Unsecured Loan Agreements are not, however, incorporated by reference into, and therefore do not form part of, these Programme Admission Particulars.*

*Definitions used in this section but not otherwise defined in these Programme Admission Particulars have the meanings given to them in the Unsecured Loan Agreements.*

### Unsecured Loan Agreements

Each Unsecured Loan Agreement will be comprised of:

- (a) the Unsecured Loan Agreement Standard Terms dated 26 July 2021 and signed for identification by the Issuer, the Original Borrowers and the Note Trustee; and
- (b) an Unsecured Loan Transaction Terms to be dated on or around the relevant Issue Date of the related Series of Partly Secured Notes between the Issuer, the relevant Borrower and the Note Trustee.

### Facility

The Issuer shall enter into one or more Unsecured Loan Agreements in respect of each Series of Partly Secured Notes with an aggregate Commitment equal to the aggregate principal amount of the relevant Series of Partly Secured Notes. The Borrowers in respect of the Unsecured Loan Agreements entered into in connection with each Series of Partly Secured Notes and their Commitments will be specified in the applicable Pricing Supplement in respect of such Series of Partly Secured Notes.

### Drawings

Each Commitment under Unsecured Loan Agreements entered into in connection with the same Series of Notes may be drawn in one or more drawings.

Each drawing under Unsecured Loan Agreements shall be advanced in an amount equal to the Actual Advance Amount. For this purpose, **Actual Advance Amount** means the principal amount of such drawing multiplied by:

- (a) in the case of a drawing which is to be funded by the sale of Original Notes or Further Notes (other than Retained Notes), the issue price of such Original Notes or Further Notes, as applicable; and
- (b) in the case of a drawing which is to be funded by the sale of Retained Notes, the sale price of such Retained Notes.

For the avoidance of doubt:

- (a) any difference between the principal amount of a drawing and the relevant Actual Advance Amount shall be ignored in determining the amount of the relevant Loan and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon; and
- (b) no Borrower shall be required to monitor the market value of the Retained Notes.

Each Borrower shall agree that, immediately prior to the end of each accounting period, to the extent that the Issuer would otherwise be required to recognise a profit for tax purposes in respect of its

Retained Notes as a result of the movement in the fair value recognised in its accounts of such Retained Notes for that accounting period, the Borrowers shall (on behalf of the Issuer) discharge any corporation tax liability in respect of the Accounting Profit.

Each Borrower shall agree, to the extent that any Retained Notes are issued in respect of the relevant Series, that, where the Issuer is required to sell any Retained Notes in order to fund a drawdown request, the Issuer's obligations to fund such drawdown will be subject to the ability of the Issuer to sell such Retained Notes to a third party.

For so long as any Retained Notes in respect of a Series are held by or on behalf of the Issuer, a Borrower may request that an amount of its Commitment under a Loan Agreement entered into in connection with that Series be cancelled (provided that such amount does not exceed the principal amount of Retained Notes held by or on behalf of the Issuer at that time). As soon as practicable following any such request, the Issuer shall cancel Retained Notes in a corresponding amount. Such cancellation of the relevant Commitment shall take effect upon the cancellation of such Retained Notes.

Subject to the conditions precedent set out in Clause 4.1 (*Request for Further Commitments*) of the Unsecured Loan Agreement Standard Terms, as applicable, the Issuer may make further commitments to any Borrower under an Unsecured Loan Agreement, each in an amount to be agreed between the Issuer, the relevant Borrower and the Note Trustee, following the issuance of further notes of the Series in respect of which the Unsecured Loan Agreement was entered into in connection with pursuant to Condition 20 (*Further Issues*).

## **Purpose**

The proceeds of each Loan may only be used by a Borrower in accordance with such Borrower's Constitutional Documents or as otherwise set out in the applicable Unsecured Loan Transaction Terms.

If the Notes of the relevant Series in connection with which an Unsecured Loan Agreement was entered into are specified as "Sustainability Bonds" in the applicable Pricing Supplement, the applicable Unsecured Loan Transaction Terms may specify further provisions in respect of the permitted use of proceeds of the relevant Loan.

## **Interest**

### ***Rate of Interest***

Following its advance, each Loan will carry interest from (and including) the date of its initial advance at the fixed rate or floating rate specified in the applicable Unsecured Loan Transaction Terms which will correspond with the rate of interest payable in respect of the related Series of Notes. Interest will be payable in arrear on each Loan Payment Date (being four Business Days prior to each Interest Payment Date in respect of the related Series of Notes).

### ***Interest Periods***

Notwithstanding the fact that interest is payable on each Loan Payment Date, interest will accrue on each Loan from (and including) an Interest Payment Date (or, in the case of the first interest period of a Loan, the date of its initial advance) to (but excluding) the immediately following Interest Payment Date (each, a **Loan Interest Period**).

### ***Commitment Fee***

Each Borrower shall pay to the Issuer a commitment fee in respect of its Undrawn Commitment on each Loan Payment Date in an amount equal to its *pro rata* share (based on the aggregate amount of all

Undrawn Commitments of all Borrowers) of the interest payable by the Issuer under the Notes of the relevant Series on the following Interest Payment Date in respect of such Series less (a) the aggregate of the interest received from the Borrowers under all Unsecured Loan Agreements entered into in connection with the relevant Series on such Loan Payment Date and (b) the interest otherwise received by the Issuer in respect of the Retained Proceeds in respect of such Series in the relevant Loan Interest Period (including, but not limited to, any income received by the Issuer in respect of any Permitted Investments in which any Retained Proceeds are, for the time being, invested). The commitment fee shall accrue on a daily basis.

## **Repayment, Purchase and Prepayment**

### ***Repayment***

Each Borrower must repay its Loan:

- (a) in full on the Loan Maturity Date specified in the applicable Unsecured Loan Transaction Terms (being four Business Days prior to the Maturity Date in respect of the related Series of Notes); or
- (b) where Instalment Prepayment is specified as applicable in the applicable Unsecured Loan Transaction Terms, in an amount equal to its *pro rata* share of each Instalment Amount payable by the Issuer in respect of the related Series of Notes on the date falling four Business Days prior to the corresponding Instalment Date in respect of the related Series of Notes.

### ***Note Purchase Option***

Each Borrower and any other member of the Group (other than the Issuer) may at any time purchase Notes of any Series on the London Stock Exchange, by tender (available to all Noteholders alike) or by private treaty at any price.

Following any such purchase, such Borrower or such other member of the Group, as the case may be, may (but is not obliged to) surrender such Notes to the Issuer to be cancelled. An amount of the outstanding balance of the relevant Loan (provided that such Loan was funded by the issue proceeds of the relevant Series of Notes) equal to the principal amount of the Notes surrendered shall be deemed to be prepaid (or, to the extent that no Loan is then outstanding, then an amount of the relevant Undrawn Commitment equal to the principal amount of the Notes surrendered shall be deemed to be cancelled for the purposes of the relevant Unsecured Loan Agreement and a corresponding portion of the Retained Proceeds shall be paid by the Issuer to the relevant Borrower or such other member of the Group, as the case may be).

Each Borrower shall acknowledge that the terms of the Note Trust Deed provide that any Notes which are for the time being held by or on behalf of, *inter alios*, a Borrower or any other member of the Group as beneficial owner shall be deemed not to remain outstanding for the purpose of, *inter alia*, the right to attend and vote at any meeting of the Noteholders.

### ***Optional Prepayment – Borrower Call***

If Borrower Call is specified as applicable in the applicable Unsecured Loan Transaction Terms, each Borrower may, at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

- (a) on or after the Final Retained Note Disposal Date (if applicable); and
- (b) before the Loan Maturity Date specified in the applicable Unsecured Loan Transaction Terms,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Note Trustee, prepay the whole or (as the case may be) any part of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment and the relevant Prepayment Premium (being, for so long as any Notes of the relevant Series are outstanding, an amount equal to the excess (if any) of the amount notified to such Borrower by the Issuer as being the price determined under the Note Trust Deed for the redemption of a corresponding principal amount of the Notes of such Series over par).

#### ***Optional Prepayment – Maturity Call Par Option***

If Maturity Call Par Option is specified as applicable in the applicable Unsecured Loan Transaction Terms, each Borrower may, at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

- (a) on or after the later of (i) Final Retained Note Disposal Date (if applicable) and (ii) the Call Option Date specified in the applicable Unsecured Loan Transaction Terms (provided, in the case of the Call Option Date, that such date shall be no earlier than 90 days before the Maturity Date); and
- (b) before the Loan Maturity Date specified in the applicable Unsecured Loan Transaction Terms,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Note Trustee, prepay the whole or (as the case may be) any part of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment.

#### ***Optional Prepayment – Residual Call Option***

If Residual Call Option is specified as applicable in the applicable Unsecured Loan Transaction Terms, each Borrower may (acting jointly with the other Borrowers in respect of Unsecured Loan Agreements entered into in connection with the same Series of Partly Secured Notes), at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

- (a) on or after the later of Final Retained Note Disposal Date (if applicable); and
- (b) before the Loan Maturity Date specified in the applicable Unsecured Loan Transaction Terms,

in the event that the aggregate outstanding principal amount of the related Series of Partly Secured Notes (being, where Instalment Redemption is specified as applicable in the applicable Pricing Supplement for such Partly Secured Notes, the original principal amount ignoring any previous redemption of principal in accordance with Condition 9.1(b) (*Redemption at maturity*)) is less than or equal to the Residual Call Option Percentage of the aggregate principal amount of the Partly Secured Notes of such Series issued,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Note Trustee, prepay the whole of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment and the relevant Prepayment Premium.

#### ***Mandatory Prepayment – Redemption of Notes***

If the Partly Secured Notes of the related Series become redeemable prior to their Maturity Date, other than as a result of a prepayment or termination of an Unsecured Loan Agreement, each Borrower shall prepay, at least one Business Day prior to the relevant date of redemption of such Partly Secured Notes, the outstanding balance of the Loan funded by the issue proceeds of such Series of Partly Secured

Notes, together with accrued interest and accrued commitment fee thereon up to and including the date of redemption.

#### ***Mandatory Prepayment – Cancellation of Status***

Each Borrower shall promptly notify the Issuer and the Note Trustee if it ceases to be a Registered Provider of Social Housing. Within 180 days of such notification, such Borrower shall prepay the whole of the outstanding balance of its Loan(s), together with any interest and commitment fee accrued up to and including the date of prepayment, provided, however, that if such Borrower regains its status as a Registered Provider of Social Housing within such period of 180 days, it shall no longer be required to prepay its Loan(s).

#### ***Redemption of Notes – Further Payment in Respect of Retained Proceeds Par Amount***

In the event that a Borrower elects to, or is otherwise required to, prepay the whole of the outstanding balance of its Loan and the Issuer is required to notify such Borrower of the price determined under the Conditions for the redemption of a corresponding principal amount of the related Series of Notes, then the Issuer shall be entitled to also take account of the redemption of such principal amount of the Notes of such Series (if no commitment is put in place with another Borrower) that shall correspond to the Retained Proceeds Par Amount (being an amount equal to the Retained Proceeds including, where any Retained Proceeds are invested in Permitted Investments, the purchase price of the relevant Permitted Investments and ignoring, for these purposes, any increase or decrease in such Retained Proceeds as a result of gains or losses in respect of such Permitted Investments and/or any discount on a sale of Retained Notes by the Issuer), and the price notified to such Borrower shall be increased accordingly.

#### **Warranties and Covenants in respect of Secured Loan Agreements**

Each Borrower will make various warranties and covenants in accordance with the Unsecured Loan Agreement Standard Terms. These warranties and covenants include (or will include, as the case may be), *inter alia*, the following:

##### ***Information Covenants***

Each Borrower must supply to the Issuer and the Note Trustee not later than 180 days after the end of each relevant financial year:

- (a) copies of the audited financial statements of such Borrower (consolidated if available) for such financial year; and
- (b) a certificate setting out, among other things, calculations in respect of the unencumbered assets test substantially in the form set out in Schedule 2 to the Unsecured Loan Agreement Standard Terms (the **Compliance Certificate**) signed by two Authorised Signatories of such Borrower.

##### **Guarantee and Indemnity**

Each Borrower in respect of an Unsecured Loan Agreement entered into in connection with each Series of Partly Secured Notes will irrevocably and unconditionally:

- (a) guarantee to the Issuer the punctual performance by each other Borrower of all such Borrowers' obligations under, *inter alia*, their respective Unsecured Loan Agreements entered into in connection with such Series of Partly Secured Notes (such amounts being, the **Guaranteed Amounts**);



- (b) undertake with the Issuer that, whenever any other Borrower does not pay any Guaranteed Amounts when due under its respective Unsecured Loan Agreement entered into in connection with such Series of Partly Secured Notes, it must, promptly on demand by the Note Trustee and/or the Issuer, pay the Guaranteed Amounts as if it were the principal obligor; and
- (c) agree to indemnify the Issuer immediately on demand against any loss or liability suffered by the Issuer if any obligation guaranteed by it is or becomes illegal or invalid.

### **Unencumbered Assets Test**

Each Borrower in respect of an Unsecured Loan Agreement entered into in connection with each Series of Partly Secured Notes shall procure that, for so long as any of the Partly Secured Notes of such Series remain outstanding, the Unencumbered Assets of the Series Borrowers shall not be less than 125 per cent. of the Unsecured Financial Indebtedness of the Series Borrowers in each financial year.

### ***Interpretation***

For these purposes:

**Secured Financial Indebtedness of the Series Borrowers** means, in respect of each financial year, the aggregate of all secured borrowings of each Series Borrower (excluding any borrowings from other Series Borrowers) as at the last day of such financial year of such Series Borrower calculated by reference to the audited financial statements of such Series Borrower for such financial year. For the avoidance of doubt, Secured Financial Indebtedness of the Series Borrowers will exclude any borrowings of the Series Borrowers under the Unsecured Loan Agreements;

**Series Borrowers** means, in respect of each Unsecured Loan Agreement entered into in connection with a Series of Partly Secured Notes, the Borrower under that Unsecured Loan Agreement and all other Borrowers (if any) in respect of Unsecured Loan Agreements which are entered into in connection with the same Series of Partly Secured Notes;

**Unencumbered Assets of the Series Borrowers** means, in respect of each financial year:

- (a) the aggregate consolidated value of:
  - (i) the housing properties (including units held and under construction);
  - (ii) the properties held for sales;
  - (iii) the investment properties; and
  - (iv) the amount of cash and cash equivalents,of all Series Borrowers, in each case as reflected in the statement of financial position (and related notes) in the audited financial statements of the relevant Series Borrower in respect of such financial year, provided that no amount shall be added more than once, less
- (b) the Secured Financial Indebtedness of the Series Borrowers; and

**Unsecured Financial Indebtedness of the Series Borrowers** means, in respect of each financial year, the aggregate of all unsecured borrowings of each Series Borrower (excluding any borrowings from other Series Borrowers) as at the last day of such financial year of such Series Borrower, calculated by reference to the audited financial statements of such Series Borrower for such financial year.

## Loan Events of Default and Enforcement

### ***Borrower Default***

Each of the following (set out in more detail in the Unsecured Loan Agreement Standard Terms) is a **Borrower Default**:

- (a) ***Non-payment***: The Borrower does not pay on the due date any amount payable by it under the Finance Documents in the manner required under the Finance Documents, unless the non-payment continues for a period of not more than seven days in the case of principal and not more than 14 days in the case of interest.
- (b) ***Breach of other obligations***: The Borrower fails to perform or observe any of its obligations under the Finance Documents (other than as referred to in (a) above and (k) below) and (except in any case where, in the opinion of the Note Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by the Note Trustee on such Borrower of notice requiring the same to be remedied.
- (c) ***Other non-payment***:
  - (i) Any other present or future indebtedness of the Borrower for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual default, event of default or the like (howsoever described);
  - (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period; or
  - (iii) the Borrower fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned in (i), (ii) or (iii) above in this paragraph (c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Note Trustee) (and provided further, for the avoidance of doubt, that the amounts mentioned in (i), (ii) or (iii) above in this paragraph (c) shall exclude the amount of any Public Sector Subsidy except for any Public Sector Subsidy which is or becomes due and payable to the relevant grant making body or organisation).
- (d) ***Winding-up***: Any order is made by any competent court or resolution passed for the winding up or dissolution of the Borrower save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Note Trustee.
- (e) ***Cessation of Business***: The Borrower ceases or threatens to cease to carry on the whole or, as determined by the Note Trustee, substantially the whole of its business, save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Note Trustee.
- (f) ***Failure or inability to pay debts***: The Borrower stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent.

- (g) **Insolvency:** Any of the insolvency related events occurs or proceedings are taken as referred to the Unsecured Loan Agreement Standard Terms (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Note Trustee).
- (h) **Insolvency Proceedings:** The Borrower initiates or consents to the proceedings referred to in the Unsecured Loan Agreement Standard Terms (which exclude, or will exclude, any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Note Trustee).
- (i) **Arrangement with creditors:** The Borrower makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Note Trustee).
- (j) **Unlawfulness:** It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents to which they are, respectively, a party.
- (k) **Breach of the Unencumbered Assets Test:** The Borrower fails to perform its obligations under Clause 10 (*Unencumbered Assets Test*) of the Unsecured Loan Agreement Standard Terms.

For these purposes, **Permitted Reorganisation** means any amalgamation, merger, consolidation or transfer of engagements (whether entering into or acceptance thereof) of the whole of any Borrower's property (including, for the avoidance of doubt, any statutory procedure as provided for under the Co-operative and Community Benefit Societies Act 2014 (if applicable)) made between such Borrower (**Party A**) and any other entity (**Party B**) provided that (i) Party B is a Registered Provider of Social Housing and any new amalgamated entity to be created as a result thereof will be a Registered Provider of Social Housing; (ii) following any such amalgamation, merger, consolidation or transfer of engagements in respect of which the property of Party A (including, for the avoidance of doubt, any liabilities) shall become vested in Party B or a new amalgamated entity, Party B or such new amalgamated entity will thereafter be responsible for all the liabilities of Party A pursuant to the Co-operative and Community Benefit Societies Act 2014 or otherwise; and (iii) a certificate executed by two authorised signatories of Party A or Party B confirming the above is provided to the Note Trustee.

#### ***Obligation to Notify the Issuer and the Note Trustee***

Each Borrower shall notify the Issuer and the Note Trustee of any Borrower Default (and the steps, if any, being taken to remedy it) or potential Borrower Default in respect of its Unsecured Loan Agreement promptly upon becoming aware of the same. The Issuer shall also notify the Note Trustee of any Borrower Default or potential Borrower Default promptly upon becoming aware of the same (unless the Issuer is aware that a notification has already been provided by the relevant Borrower) including, but not limited to, the non-payment by a Borrower of any amounts owing to the Issuer under its Unsecured Loan Agreement on the due date for payment thereof.

#### ***Borrower Default Notice***

Following the occurrence of a Borrower Default (but in the case of the happening of any of the events described in paragraphs (b) (*Breach of other obligations*), (c) (*Other non-payment*) and (j) (*Unlawfulness*) above, only if the Note Trustee shall have certified in writing to the relevant Borrower that such event is, in its opinion, materially prejudicial to the interests of the Issuer), the Issuer may declare by notice to the relevant Borrower that the relevant Loan has become due and repayable, whereupon that Loan shall become immediately due and repayable at the outstanding balance thereof together with accrued interest, premium (if any) and any other amounts and the security therefor shall become immediately enforceable.

## **Taxes**

Each Borrower must make all payments to be made by it to the Issuer under, *inter alia*, its Unsecured Loan Agreement(s) without any deduction or withholding for or on account of tax, unless a deduction or withholding is required by law.

If a deduction or withholding from any such payment is required by law to be made by a Borrower, the amount of the payment due from such Borrower shall be increased to an amount which (after making such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

If, as a result of any actual or proposed change in tax law, the Issuer determines (in its reasonable commercial judgement) that it would on the next following Interest Payment Date be required to make a withholding or deduction in respect of payments to be made by the Issuer to the Noteholders of the relevant Series of Partly Secured Notes pursuant to the Conditions (other than in respect of a Noteholder Specific Withholding), it shall notify each Borrower of the same. Each Borrower may (but, for the avoidance of doubt, shall not be obliged to), in its sole discretion, pay to the Issuer its *pro rata* share of such additional amounts (by reference to the Unsecured Loan Agreements entered into in connection with the same Series) as will enable the Issuer (after such withholding or deduction) to pay to the Noteholders the amounts of principal and interest which they would have received in respect of the Notes in the absence of such withholding or deduction. Each Borrower shall continue to pay such additional amounts to the Issuer unless and until such Borrower delivers to the Issuer a notice stating that it shall cease to make such additional payments with effect from the next following Interest Payment Date.

In the event that one or more Borrowers does not choose to make such additional payments (or indicates that it intends to cease to make such additional payments) in respect of any Unsecured Loan Agreement entered into in connection with the relevant Series, the remaining Borrowers of Loans advanced in connection with the same Series may (but, for the avoidance of doubt, shall not be obliged to), in their sole discretion, pay to the Issuer such increased amount as will enable the Issuer (after such withholding or deduction) to pay to the Noteholders of such Series the amounts of principal and interest which they would have received in respect of such Notes in the absence of such withholding or deduction. If the remaining Borrowers (either collectively or individually) do not choose to make such payments and as a result the Issuer will not have sufficient funds to pay the additional amounts in respect of such Notes, the Issuer shall not opt to pay such additional amounts (or, having so opted, will notify the Note Trustee and the Noteholders of such Series of its intention to cease paying such additional amounts) and the Notes shall be redeemed in accordance with Condition 9.2 (*Redemption for tax reasons*), whereupon each Borrower of a Loan advanced in connection with the same Series shall be required to prepay the outstanding balance of its Loan, together with accrued interest and accrued commitment fee thereon up to and including the date of redemption.

## **Governing Law**

Each Unsecured Loan Agreement, and any non-contractual obligations or matters arising from or connected with it, are governed by and shall be construed in accordance with English law.

## Description of the Secured Loan Agreements

*The following description of the Secured Loan Agreements consists of a summary of certain provisions of the Secured Loan Agreements and is qualified by reference to the detailed provisions thereof. The Secured Loan Agreements are not, however, incorporated by reference into, and therefore do not form part of, these Programme Admission Particulars.*

*Definitions used in this section but not otherwise defined in these Programme Admission Particulars have the meanings given to them in the Secured Loan Agreements.*

### Secured Loan Agreements

Each Secured Loan Agreement will be comprised of:

- (a) the Secured Loan Agreement Standard Terms dated 26 July 2021 and signed for identification by the Issuer, the Original Borrower and the Security Trustee; and
- (b) a Secured Loan Transaction Terms to be dated on or around the relevant Issue Date of the related Series of Notes between the Issuer, the relevant Borrower and the Security Trustee.

### Facility

The Issuer shall enter into one or more Secured Loan Agreements in respect of each Series of Fully Secured Notes with an aggregate Commitment equal to the aggregate principal amount of the relevant Series of Fully Secured Notes. The Borrowers in respect of the Secured Loan Agreements entered into in connection with each Series of Fully Secured Notes and their Commitments will be specified in the applicable Pricing Supplement in respect of such Series of Fully Secured Notes.

### Drawings

Each Commitment under Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes may be drawn in one or more drawings and the maximum principal amount of each drawing shall be an amount which corresponds to the Minimum Value of the Apportioned Properties multiplied by the Series Security Percentage (in each case as at the date of such drawing and relating to such Secured Loan Agreements), less the aggregate amount of all Commitments in respect of such Secured Loan Agreements which have previously been drawn.

The initial drawing of any Initial Commitment shall be advanced at par, a discount or a premium in an amount equal to the nominal amount of such drawing multiplied by the Issue Price of the Notes of the related Series (and, for the avoidance of doubt, the difference between the nominal amount of such drawing and the actual advance amount thereof shall be ignored in determining the amount of the Loan under the Secured Loan Agreement and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon).

No Commitment may be drawn by a Borrower until it has satisfied the conditions set out in Clause 2.3 (*Facility*) of the Secured Loan Agreement Standard Terms in respect of the first drawing in respect of a Secured Loan Agreement and the conditions set out in Clause 11.1 (*Addition, Substitution and Release of Apportioned Properties*) of the Secured Loan Agreement Standard Terms in respect of any subsequent drawings of amounts of the relevant Commitment which exceed the Minimum Value of the Apportioned Properties multiplied by the Series Security Percentage.

In addition, the Issuer and each Borrower will be required to acknowledge that any drawing of a Commitment shall be subject to the Security Trustee being satisfied (based solely on the relevant confirmation from the Borrower(s) of the Minimum Value of the Apportioned Properties multiplied by the

Series Security Percentage (which itself shall be evidenced by the relevant Valuation), which the Security Trustee is entitled to rely upon without further enquiry or investigation in respect thereof) that the relevant Asset Cover Test is satisfied immediately following such drawing.

Each Borrower will be required to acknowledge that the Issuer may invest all or any part of the Retained Proceeds in Permitted Investments in accordance with the Custody Agreement and that, as a result of:

- (a) any losses made by the Issuer in respect of such Permitted Investments; and/or
- (b) any issue or sale of Notes by the Issuer made at a discount to the principal amount of such Notes,

the amount of Retained Proceeds held by the Issuer, at the time of any drawdown request, may be less than the Undrawn Commitment which is to be funded from such Retained Proceeds. In such circumstances, each drawing to be funded from the Retained Proceeds shall be advanced in an amount equal to the Actual Advance Amount (which may be at a discount to the principal amount requested).

For this purpose, **Actual Advance Amount** means, in respect of each drawing of the Commitment, the lesser of:

- (a) the principal amount of such drawing multiplied by:
  - (i) in the case of a drawing which is to be funded by the sale of Original Notes or Further Notes (other than Retained Notes), the issue price of such Original Notes or Further Notes, as applicable; and
  - (ii) in the case of a drawing which is to be funded by the sale of Retained Notes, the sale price of such Retained Notes; and
- (b) the principal amount of such drawing multiplied by the result of dividing:
  - (i) the amount of Retained Proceeds held by the Lender at the time of the drawdown request (for the avoidance of doubt, after taking into account any losses suffered by the Lender as a result of investing in Permitted Investments but, for this purpose, excluding any Permitted Investment Profit), by
  - (ii) the Undrawn Commitment which is to be funded from such Retained Proceeds.

For the avoidance of doubt:

- (a) no Borrower shall be required to monitor the market value of any Permitted Investments or the Retained Notes;
- (b) any difference between the principal amount of a drawing and the relevant Actual Advance Amount shall be ignored in determining the amount of the relevant Loan and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon; and
- (c) any income received by the Issuer in respect of Permitted Investments shall not be credited to the Series Initial Cash Security Account in respect of the relevant Series but shall instead be credited to the Series Transaction Account in respect of the relevant Series in accordance with the Account Agreement.

Each Borrower shall agree that:

- (a) where the Issuer is required to sell any Permitted Investments to fund a drawing under the Secured Loan Agreement and such sale results in a Permitted Investment Profit, the Issuer may (at its discretion and at such time as it thinks fit) make a Gift Aid Payment to a Charitable Group Member in an amount equal to the Permitted Investment Profit and, for the avoidance of doubt, such drawing shall be advanced at the Actual Advance Amount (provided that such right exists only to the extent that there are distributable reserves available for such purpose in the Issuer and, prior to taking into account the Gift Aid Payment, the Issuer has taxable profits for corporation tax purposes in the accounting period in which the Gift Aid Payment is or would but for this paragraph (a) otherwise be made or treated as made by section 199 of the Corporation Tax Act 2010); and
- (b) immediately prior to the end of each accounting period, to the extent that the Issuer would otherwise be required to recognise a profit for tax purposes in respect of its Permitted Investments and/or Retained Notes as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Notes for that accounting period, the Issuer shall sell Permitted Investments in an aggregate amount equal to the amount required to offset or discharge any corporation tax liability (either by the payment of such corporation tax liability or by making a Gift Aid Payment to a Charitable Group Member) in respect of the Accounting Profit and may (at its discretion), in the same accounting period or such later period permitted under section 199 of the Corporation Tax Act 2010, make a Gift Aid Payment to a Charitable Group Member in an amount equal to the Accounting Profit (provided that such right only exists to the extent that there are distributable reserves available for such purpose in the Issuer and, prior to taking into account of the Gift Aid Payment, the Issuer has taxable profits for corporation tax purposes in the accounting period in which the Gift Aid Payment is or would but for this paragraph (b) otherwise be made or treated as made by section 199 of the Corporation Tax Act 2010).

Each Borrower shall agree, to the extent that any Retained Notes are issued in respect of the relevant Series, that, where the Issuer is required to sell any Retained Notes in order to fund a drawdown request, the Issuer's obligations to fund such drawdown will be subject to the ability of the Issuer to sell such Retained Notes to a third party.

For so long as any Retained Notes in respect of a Series are held by or on behalf of the Issuer, a Borrower may request that an amount of its Commitment under a Secured Loan Agreement entered into in connection with that Series be cancelled (provided that such amount does not exceed the principal amount of Retained Notes held by or on behalf of the Issuer at that time). As soon as practicable following any such request, the Issuer shall cancel Retained Notes in a corresponding amount. Such cancellation of the relevant Commitment shall take effect upon the cancellation of such Retained Notes.

Subject to the conditions precedent set out in Clause 4.1 (*Request for Further Commitments*) of the Secured Loan Agreement Standard Terms, the Issuer may make further commitments to any Borrower under a Secured Loan Agreement, each in an amount to be agreed between the Issuer, the relevant Borrower and the Security Trustee, following the issuance of further notes of the Series in respect of which the Secured Loan Agreement was entered into in connection with pursuant to Condition 20 (*Further Issues*).

### **Purpose**

The proceeds of each Loan may only be used by a Borrower in accordance with such Borrower's Constitutional Documents or as otherwise set out in the applicable Secured Loan Transaction Terms.

If the Notes of the relevant Series in connection with which a Secured Loan Agreement was entered into are specified as "Sustainability Bonds" in the applicable Pricing Supplement, the applicable Secured Loan Transaction Terms may specify further provisions in respect of the permitted use of proceeds of the relevant Loan.

## **Interest**

### ***Rate of Interest***

Following its advance, each Loan will carry interest from (and including) the date of its initial advance at the fixed rate or floating rate specified in the applicable Secured Loan Transaction Terms which will correspond with the rate of interest payable in respect of the related Series of Notes. Interest will be payable in arrear on each Loan Payment Date (being four Business Days prior to each Interest Payment Date in respect of the related Series of Notes).

### ***Interest Periods***

Notwithstanding the fact that interest is payable on each Loan Payment Date, interest will accrue on each Loan from (and including) an Interest Payment Date (or, in the case of the first interest period of a Loan, the date of its initial advance) to (but excluding) the immediately following Interest Payment Date (each, a **Loan Interest Period**).

### ***Commitment Fee***

Each Borrower shall pay to the Issuer a commitment fee in respect of its Undrawn Commitment on each Loan Payment Date in an amount equal to its *pro rata* share (based on the aggregate amount of all Undrawn Commitments of all Borrowers) of the interest payable by the Issuer under the Notes of the relevant Series on the following Interest Payment Date in respect of such Series less (a) the aggregate of the interest received from the Borrowers under all Secured Loan Agreements entered into in connection with the relevant Series on such Loan Payment Date and (b) the interest otherwise received by the Issuer in respect of the Retained Proceeds in respect of such Series in the relevant Loan Interest Period (including, but not limited to, any income received by the Issuer in respect of any Permitted Investments in which any Retained Proceeds are, for the time being, invested). The commitment fee shall accrue on a daily basis.

## **Repayment, Purchase and Prepayment**

### ***Repayment***

Each Borrower must repay its Loan:

- (a) in full on the Loan Maturity Date specified in the applicable Secured Loan Transaction Terms (being four Business Days prior to the Maturity Date in respect of the related Series of Notes);  
or
- (b) where Instalment Prepayment is specified as applicable in the applicable Secured Loan Transaction Terms, in an amount equal to its *pro rata* share of each Instalment Amount payable by the Issuer in respect of the related Series of Fully Secured Notes on the date falling four Business Days prior to the corresponding Instalment Date in respect of the related Series of Notes).



### **Note Purchase Option**

Each Borrower and any other member of the Group (other than the Issuer) may at any time purchase Fully Secured Notes of any Series on the London Stock Exchange, by tender (available to all Noteholders alike) or by private treaty at any price.

Following any such purchase, such Borrower or such other member of the Group, as the case may be, may (but is not obliged to) surrender such Fully Secured Notes to the Issuer to be cancelled. An amount of the outstanding balance of the relevant Loan (provided that such Loan was funded by the issue proceeds of the relevant Series of Fully Secured Notes) equal to the principal amount of the Fully Secured Notes surrendered shall be deemed to be prepaid (or, to the extent that no Loan is then outstanding, then an amount of the relevant Undrawn Commitment equal to the principal amount of the Fully Secured Notes surrendered shall be deemed to be cancelled for the purposes of the relevant Secured Loan Agreement and a corresponding portion of the Retained Proceeds shall be paid by the Issuer to the relevant Borrower or such other member of the Group, as the case may be).

Each Borrower shall acknowledge that the terms of the Note Trust Deed provide that any Fully Secured Notes which are for the time being held by or on behalf of, *inter alios*, a Borrower or any other member of the Group as beneficial owner shall be deemed not to remain outstanding for the purpose of, *inter alia*, the right to attend and vote at any meeting of the Noteholders.

### **Optional Prepayment – Borrower Call**

If Borrower Call is specified as applicable in the applicable Secured Loan Transaction Terms, each Borrower may, at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

- (a) on or after the Final Retained Note Disposal Date (if applicable); and
- (b) before the Loan Maturity Date specified in the applicable Secured Loan Transaction Terms,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Security Trustee, prepay the whole or (as the case may be) any part of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment and the relevant Prepayment Premium (being, for so long as any Fully Secured Notes of the relevant Series are outstanding, an amount equal to the excess (if any) of the amount notified to such Borrower by the Issuer as being the price determined under the Note Trust Deed for the redemption of a corresponding principal amount of the Fully Secured Notes of such Series over par).

### **Optional Prepayment – Maturity Call Par Option**

If Maturity Call Par Option is specified as applicable in the applicable Secured Loan Transaction Terms, each Borrower may, at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

- (a) on or after the later of (i) Final Retained Note Disposal Date (if applicable) and (ii) the Call Option Date specified in the applicable Secured Loan Transaction Terms (provided, in the case of the Call Option Date, that such date shall be no earlier than 90 days before the Maturity Date); and
- (b) before the Loan Maturity Date specified in the applicable Secured Loan Transaction Terms,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Security Trustee, prepay the whole or (as the case may be) any part of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment.

#### ***Optional Prepayment – Residual Call Option***

If Residual Call Option is specified as applicable in the applicable Secured Loan Transaction Terms, each Borrower may (acting jointly with the other Borrowers in respect of Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes), at any time (or, where interest on the Loan is payable on a floating rate, any Loan Payment Date):

(a) on or after the later of Final Retained Note Disposal Date (if applicable); and

(b) before the Loan Maturity Date specified in the applicable Secured Loan Transaction Terms,

in the event that the aggregate outstanding principal amount of the related Series of Fully Secured Notes (being, where Instalment Redemption is specified as applicable in the applicable Pricing Supplement for such Fully Secured Notes, the original principal amount ignoring any previous redemption of principal in accordance with Condition 9.1(b) (*Redemption at maturity*)) is less than or equal to the Residual Call Option Percentage of the aggregate principal amount of the Notes of such Series issued,

by giving not less than 30 nor more than 60 days' notice in writing to the Issuer and the Security Trustee, prepay the whole of the outstanding balance of its Loan, together with any interest accrued up to and including the date of prepayment and the relevant Prepayment Premium.

#### ***Mandatory Prepayment – Redemption of Notes***

If the Fully Secured Notes of the related Series become redeemable prior to their Maturity Date, other than as a result of a prepayment or termination of a Secured Loan Agreement, each Borrower shall prepay, at least one Business Day prior to the relevant date of redemption of such Notes, the outstanding balance of the Loan funded by the issue proceeds of such Series of Notes, together with accrued interest and accrued commitment fee thereon up to and including the date of redemption.

#### ***Mandatory Prepayment – Cancellation of Status***

Each Borrower shall promptly notify the Issuer and the Security Trustee if it ceases to be a Registered Provider of Social Housing. Within 180 days of such notification, such Borrower shall prepay the whole of the outstanding balance of its Loan(s), together with any interest and commitment fee accrued up to and including the date of prepayment, provided, however, that if such Borrower regains its status as a Registered Provider of Social Housing within such period of 180 days, it shall no longer be required to prepay its Loan(s).

#### ***Redemption of Notes – Further Payment in Respect of Retained Proceeds Par Amount***

In the event that a Borrower elects to, or is otherwise required to, prepay the whole of the outstanding balance of its Loan and the Issuer is required to notify such Borrower of the price determined under the Conditions for the redemption of a corresponding principal amount of the related Series of Fully Secured Notes, then the Issuer shall be entitled to also take account of the redemption of such principal amount of the Fully Secured Notes of such Series (if no commitment is put in place with another Borrower) that shall correspond to the Retained Proceeds Par Amount (being an amount equal to the Retained Proceeds including, where any Retained Proceeds are invested in Permitted Investments, the purchase price of the relevant Permitted Investments and ignoring, for these purposes, any increase or decrease in such Retained Proceeds as a result of gains or losses in respect of such Permitted Investments and/or

any discount on a sale of Retained Notes by the Issuer), and the price notified to such Borrower shall be increased accordingly.

### **Warranties and Covenants**

Each Borrower will make various warranties and covenants in accordance with the Secured Loan Agreement Standard Terms. These warranties and covenants include (or will include, as the case may be), *inter alia*, the following:

#### **Information Covenants**

Each Borrower must supply to the Issuer and the Security Trustee not later than 180 days after the end of each relevant financial year:

- (a) copies of the audited financial statements of such Borrower (consolidated if available) for such financial year; and
- (b) a certificate setting out, among other things, calculations in respect of the asset cover ratio substantially in the form set out in Schedule 2 to the Loan Agreement Standard Terms (the **Compliance Certificate**) signed by two Authorised Signatories of such Borrower.

Each Borrower must, following receipt of a notice from the Issuer stating that it intends to sell any Retained Notes of a related Series, supply to the Issuer and the Note Trustee not later than three Business Days prior to the date of such sale, a certificate setting out, among other things, calculations in respect of the Asset Cover Test substantially in the form set out in Schedule 8 to the Secured Loan Agreement Standard Terms signed by two Authorised Signatories of such Borrower confirming whether, immediately following such sale, the Borrowers will be in compliance with the Asset Cover Test in respect of the Secured Loan Agreements related to such Series of Fully Secured Notes.

#### **Negative Pledge**

No Borrower shall create or allow to exist (and shall procure that no Eligible Group Member creates or allows to exist) any Security Interest on any assets which are Security Assets, except as set out in the Secured Loan Agreement Standard Terms which includes the Security Interests created pursuant to, *inter alia*, the Security Trust Deed and the Legal Mortgages and any Security Interests created with the prior written consent of the Issuer or by operation of law.

#### **Charged Properties**

Each Borrower shall obtain (and shall procure that each Eligible Group Member obtains) any authorisation or licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Legal Mortgages to sell vacant Apportioned Properties and maintain insurances on and in relation to its Apportioned Properties.

#### **Covenants**

Each Borrower shall comply (and shall procure that each Eligible Group Member complies) (unless the Security Trustee otherwise agrees in writing) in all material respects with any covenants or restrictive covenants relating to an Apportioned Property which are binding on it.

#### **Guarantee and Indemnity**

Each Borrower in respect of a Secured Loan Agreement entered into in connection with each Series will irrevocably and unconditionally:

- (a) guarantee to the Issuer the punctual performance by each other Borrower of all such Borrowers' obligations under, *inter alia*, their respective Secured Loan Agreements entered into in connection with such Series, the Security Trust Deed and their respective Legal Mortgages, other than each other Borrowers' obligations to repay principal and any prepayment premium thereon pursuant to their respective Secured Loan Agreements entered into in connection with such Series (such amounts being, the **Guaranteed Interest and Fee Amounts**);
- (b) undertake with the Issuer that, whenever any other Borrower does not pay any Guaranteed Interest and Fee Amounts when due under its respective Secured Loan Agreement entered into in connection with such Series, the Security Trust Deed or its respective Legal Mortgage(s), it must, promptly on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Interest and Fee Amounts as if it were the principal obligor;
- (c) undertake with the Issuer that, to the extent that the proceeds of the enforcement of the Series Underlying Security in respect of such Series are insufficient to satisfy the Borrowers' obligations under their respective Secured Loan Agreements entered into in connection with such Series in full (the shortfall being, the **Guaranteed Principal Amount**), it must, promptly on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Principal Amount as if it were the principal obligor; and
- (d) agree to indemnify the Issuer immediately on demand against any loss or liability suffered by the Issuer if any obligation guaranteed by it is or becomes illegal or invalid.

#### **Asset Cover Ratio**

Each Borrower shall procure that at all times the sum of:

- (a) the Minimum Value of Apportioned Properties multiplied by the Series Security Percentage;
- (b) the Retained Proceeds Par Amount; and
- (c) the Charged Cash,

in each case, in respect of the related Series of Fully Secured Notes, will not be less than the Aggregate Funded Commitment, provided however, that from and including the Final Charging Date, the Retained Proceeds Par Amount shall be deemed to be zero for the purpose of determining the Borrowers' compliance with the Asset Cover Test.

#### **Interpretation**

For these purposes:

**Aggregate Funded Commitment** means, in respect of each Series of Fully Secured Notes, the aggregate amount of all Commitments under all Secured Loan Agreements entered into in connection with such Series, less the aggregate principal amount of Retained Notes of such Series held by or on behalf of the Issuer;

**Apportioned Properties** means:

- (a) where Numerical Apportionment Basis is specified in the applicable Loan Transaction Terms, unless and until the Charged Properties securing the obligations of the Borrowers under the Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes are apportioned, at such time, on the Specific Apportionment Basis following a request of

the Issuer in the limited circumstances permitted in the Security Trust Deed, the Units comprising the Residual Properties (as defined in the Security Trust Deed); and

- (b) where Specific Apportionment Basis is specified in the applicable Secured Loan Transaction Terms or in the event that the Charged Properties securing the obligations of the Borrowers under the Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes are apportioned, at such time, on the Specific Apportionment Basis following a request of the Issuer in the limited circumstances permitted in the Security Trust Deed, such of the Units comprising the Charged Properties as have been allocated in respect of the Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes pursuant to the Security Trust Deed from time to time;

**EUV-SH** means a valuation made on the basis of existing use value for social housing ("EUV-SH") as defined by the RICS at UK VPGA 7 of the RICS Valuation – Global Standards 2017 UK National Supplement (or, if a subsequent edition of the RICS Valuation Standards has been published at the relevant time, the relevant valuation standard of the then most recently published edition of the RICS Valuation Standards) (effectively assuming that the properties will continue to be let as social housing and that any vacant Units will be re-let to tenants on normal social housing terms) or, if the RICS Valuation Standards are no longer published at such time, on a basis agreed between the relevant Borrowers, the Issuer, the Security Trustee and a Valuer, and **EUV-SH Apportioned Properties** shall be construed accordingly;

**Final Charging Date** means:

- (a) in relation to the Initial Commitment in respect of a Secured Loan Agreement, the date specified as such in the applicable Secured Loan Transaction Terms (which is expected to be the date falling six months after the Issue Date in respect of the related Series of Fully Secured Notes); and
- (b) in relation to any further Commitments, the date (if any) as agreed between the Issuer, the relevant Borrower and the Security Trustee;

**Minimum Value** means, in relation to the Apportioned Properties in respect of the Secured Loan Agreements entered into in connection with any Series of Fully Secured Notes:

$$\left( \frac{A}{105} + \frac{B}{115} \right) \times 100$$

A = the Value of the residential EUV-SH Apportioned Properties in respect of the Secured Loan Agreements entered into in connection with such Series of Fully Secured Notes determined on the basis of EUV-SH; and

B = the Value of the residential MV-ST Apportioned Properties in respect of the Secured Loan Agreements entered into in connection with such Series of Fully Secured Notes determined on the basis of MV-ST.

All Apportioned Properties shall each be treated as EUV-SH Apportioned Properties for the purpose of determining the Minimum Value unless and until a Value, determined on the basis of MV-ST, is given by a Valuer in respect of any such Apportioned Property and the Valuer has confirmed that it has reviewed a Certificate of Title in respect of such Apportioned Property certifying that it may be disposed of by the relevant Borrower or Eligible Group Member on an unfettered basis (meaning subject only to any existing tenancies disclosed in the Certificate of Title but not subject to any security interest, option or other encumbrance or to any restriction preventing or restricting its sale to, or use by, any person for residential use);

**MV-ST** means a valuation made on the basis of the current Market Value as defined by the RICS at VPS4 of the RICS Valuation - Global Standards 2017 UK National Supplement (or, if a subsequent edition of the RICS Valuation Standards has been published at the relevant time, the relevant valuation standard of the then most recently published edition of the RICS Valuation Standards) (effectively, in these circumstances, based on the fact that the properties are subject to existing tenancies but are not restricted to use as social housing let at sub-market rents, and that any Units that become vacant may be sold with vacant possession) or, if the RICS Valuation Standards are no longer published at such time, on a basis agreed between the relevant Borrowers, the Issuer, the Security Trustee and a Valuer;

**MV-ST Apportioned Properties** means the Apportioned Properties accepted as such in accordance with the Secured Loan Agreement Standard Terms;

**Retained Proceeds Par Amount** means, in respect of each Series of Fully Secured Notes, an amount equal to the Retained Proceeds in respect of such Series of Fully Secured Notes at the time of calculation and, for this purpose:

- (a) where any Retained Proceeds are at that time invested in Permitted Investments, the amount of such Retained Proceeds shall be taken as the purchase price of the relevant Permitted Investments ignoring any gains or losses in respect of those Permitted Investments since the date of purchase; and
- (b) where the source of any Retained Proceeds is the net sale proceeds of any Retained Notes which were sold at a discount, the amount of such Retained Proceeds shall be taken as the principal amount of such Retained Notes;

**Right to Buy** means the right of a tenant of any property to buy or acquire part or all of such property (including, without limitation, by means of a shared ownership lease) from a Borrower or an Eligible Group Member under section 180 of the Housing and Regeneration Act 2008 (as amended by the Localism Act 2011 and the Housing and Planning Act 2016) (the **Housing and Regeneration Act**) or Part V of the Housing Act 1985 (or any similar right or scheme replacing or supplementing that right) or where a grant is provided to the relevant Borrower or Eligible Group Member in respect of such a sale under section 35(1) of the Housing and Regeneration Act or any other statute conferring similar rights to buy or acquire to tenants of Registered Providers of Social Housing with which the relevant Borrower or Eligible Group Member is obliged to comply or under any contract or other voluntary arrangement conferring such a right (and including, without limitation, such rights preserved notwithstanding any previous transfer of such property from any local authority);

**Series Security Percentage** means, in respect of all Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes:

- (a) where the Charged Properties securing the obligations of the Borrowers under such Secured Loan Agreements are apportioned on the Numerical Apportionment Basis, the number of Units allocated to the Issuer in relation to such Secured Loan Agreements under the Numerical Apportionment Basis from time to time divided by the total number of Units comprising the Residual Properties from time to time, multiplied by 100 (and expressed as a percentage); and
- (b) where the Charged Properties securing the obligations of the Borrowers under such Secured Loan Agreements are apportioned on the Specific Apportionment Basis, 100 per cent.; and

**Value** means, at any time and in relation to the Apportioned Properties, the value of those properties as shown in the then latest Valuation Report on the basis of EUV-SH or, as the case may be, MV-ST (provided that if any Apportioned Property or part thereof is sold pursuant to a Right to Buy, the Value of the relevant Apportioned Property shall, for the purposes of this definition and with effect from the date of the relevant sale or release, be zero (if the entire relevant Apportioned Property has been sold)

or (if only part of the relevant Apportioned Property has been sold) shall be the proportion of the value of the Apportioned Property which has not been sold pursuant to the relevant Right to Buy).

### **Apportionment Basis**

The Apportioned Properties securing the obligations of the Borrowers under the Secured Loan Agreements shall be apportioned on the Numerical Apportionment Basis (subject to the rights of the Issuer to require the Specific Apportionment Basis to apply in limited circumstances after the occurrence of an Enforcement Event in accordance with the terms of the Security Trust Deed) or the Specific Apportionment Basis, as specified in the applicable Secured Loan Transaction Terms.

### **Addition, Substitution and Release of Apportioned Properties and Charged Cash**

#### ***Addition of Apportioned Properties***

Subject as set out below, each Borrower may charge (or may procure that any Eligible Group Member charges) additional Properties as Apportioned Properties provided that such Borrower and/or Eligible Group Member:

- (a) provides to the Issuer and the Security Trustee the condition precedent documents specified in Schedule 2 to the Security Trust Deed in respect of the charging of such Properties;
- (b) delivers to the Issuer and the Security Trustee a completed Additional Property Certificate certifying that, *inter alia*, such Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing; and
- (c) provides such other documents as the Security Trustee or the Issuer may require as set out in Part 2 (*Property Conditions Precedent Documents*) of Schedule 1 to the Secured Loan Agreement Standard Terms.

Notwithstanding the foregoing, for so long as a Borrower's obligations under a Secured Loan Agreement are secured on the Numerical Apportionment Basis, the above requirements shall not apply in the event that Properties are added to the Residual Properties solely as a result of them ceasing to be allocated to any Specific Beneficiary on a Specific Apportionment Basis.

#### ***Substitution of Apportioned Properties***

Subject as set out below, at the request and expense of a Borrower or an Eligible Group Member, the Security Trustee shall release from the relevant Security Documents (and/or reallocate, if applicable) such Apportioned Properties (the **Released Properties**) and substitute for the Released Properties other Properties (each, a **Substitute Property**) as may be selected by such Borrower or Eligible Group Member, provided that such Borrower or Eligible Group Member:

- (a) provides to the Issuer and the Security Trustee the condition precedent documents specified in Schedule 2 to the Security Trust Deed in respect of the charging of the Substitute Properties;
- (b) delivers to the Issuer and the Security Trustee a completed Substitute Property Certificate certifying, *inter alia*, that the relevant Substitute Property is a residential property of a type and nature that is usually owned by Registered Providers of Social Housing, that, immediately following such release (and/or reallocation, if applicable) and substitution, the relevant Asset Cover Test will not be breached as a result of the substitution of the relevant Apportioned Properties and that no Borrower Default or Potential Borrower Default has occurred and is continuing; and

- (c) provides such other documents as the Security Trustee or Issuer may require as set out in Part 2 (*Property Conditions Precedent Documents*) of Schedule 1 to the Secured Loan Agreement Standard Terms.

Notwithstanding the foregoing, for so long as a Borrower's obligations under a Secured Loan Agreement are secured on the Numerical Apportionment Basis, the above requirements shall only apply in respect of substitutions out of and into the Residual Properties as a whole, and shall not apply in respect of adjustments to the Allocated Parts of NAB Beneficiaries without resulting in change to the Properties comprised within the Residual Properties or to the extent that the provisions described above and below relating to additions and substitutions would not apply to the Substitute Property and the Released Property, respectively.

### ***Release of Apportioned Properties***

Subject as set out below, at the request and expense of a Borrower or Eligible Group Member, the Security Trustee shall release from the relevant Security Documents (and/or reallocate, if applicable) such Properties (or Units) forming part of the Series Apportioned Part as may be selected by such Borrower or Eligible Group Member provided that such Borrower or Eligible Group Member delivers to the Issuer and the Security Trustee a completed Property Release Certificate certifying that, immediately following such release (and/or reallocation, if applicable), the relevant Asset Cover Test will not be breached as a result of the release (and/or reallocation, if applicable) of such part of the Series Apportioned Part and that no Borrower Default or Potential Borrower Default has occurred and is continuing.

Notwithstanding the foregoing, for so long as a Borrower's obligations under a Secured Loan Agreement are secured on the Numerical Apportionment Basis the above requirements shall only apply:

- (a) where the Properties to be released from the Residual Properties do not constitute Unallocated Properties; and/or
- (b) if an adjustment is required in respect of the Series Apportioned Part irrespective of whether any Properties are to be removed from the Residual Properties as a whole.

### ***Statutory Disposals***

Each Borrower and Eligible Group Member shall have the right to withdraw Property from the Series Apportioned Part pursuant to any Statutory Disposal and each Borrower or Eligible Group Member shall deliver to the Issuer and the Security Trustee, as soon as reasonably practicable after it has received notice of such Statutory Disposal, a completed Statutory Disposal Certificate, certifying that the relevant withdrawal relates to a Statutory Disposal, and, if the Statutory Disposal would result in a breach of the relevant Asset Cover Test, confirming that it shall procure that Additional Properties are charged pursuant to the Security Trust Deed so as to become part of the Series Apportioned Part and/or moneys are deposited into the relevant Series Ongoing Cash Security Account, in accordance with the relevant Secured Loan Agreement, such that any breach of the relevant Asset Cover Test will be cured.

Without prejudice to the aforementioned right to withdraw Property from the Series Apportioned Part pursuant to any Statutory Disposal, each Borrower will be required to covenant that, if following such withdrawal the Borrower(s) will no longer be in compliance with the relevant Asset Cover Test, it shall, as soon as practicable thereafter (and, in any event, prior to the expiry of the applicable grace period, charge (or procure the charging of) additional Properties and/or deposit (or procure the deposit of) money into the relevant Series Ongoing Cash Security Account in an aggregate amount sufficient to ensure that the Borrowers will be in compliance with the relevant Asset Cover Test.



## **Charged Cash**

Pending the acquisition of any proposed Substitute Property by a Borrower or Eligible Group Member, such Borrower or Eligible Group Member, as applicable, may deposit the proceeds of disposal of the relevant Apportioned Properties which are released from charge under the relevant Security Documents into the Series Ongoing Cash Security Account in respect of the relevant Series for the purpose of maintaining the relevant Asset Cover Test (for the avoidance of doubt, no Borrower shall be required to monitor the market value of any Permitted Investments). Charged Cash may be withdrawn from a Series Ongoing Cash Security Account:

- (a) to be applied by a Borrower or Eligible Group Member (provided, for the avoidance of doubt, that such Borrower or Eligible Group Member continues, at such time, to be a Registered Provider of Social Housing) in the acquisition of a Substitute Property; or
- (b) to the extent that the relevant Asset Cover Test would not be breached immediately after such withdrawal,

and, in any event, if no Borrower Default or Potential Borrower Default has occurred and is continuing.

Notwithstanding the above, any Borrower or Eligible Group Member may, at any time, deposit, or arrange for the deposit of, any other money into a Series Ongoing Cash Security Account for the purposes of satisfying an Asset Cover Test.

Each Borrower will be required to acknowledge that the money standing to the credit of any Series Ongoing Cash Security Account shall be charged in favour of the Note Trustee pursuant to the terms of the Note Trust Deed. Each Borrower will be required to acknowledge that:

- (a) the Issuer may invest all or any part of the Charged Cash in Permitted Investments in accordance with the Custody Agreement;
- (b) as a result of any gains or losses made by the Issuer in respect of such Permitted Investments and any income received thereon (which shall, for the avoidance of doubt, be credited to a Series Ongoing Cash Security Account), the amount of such Charged Cash may be greater or less than the amount deposited in the relevant Series Ongoing Cash Security Account by such Borrower or Eligible Group Member; and
- (c) it shall not have any recourse to the Issuer in respect of any losses realised by the Issuer in respect of the Charged Cash as a result of investment in any Permitted Investments.

## **Valuations**

### ***Rolling Valuations***

Each Borrower shall deliver (or procure the delivery of) a Rolling Valuation Report to the Issuer and the Security Trustee in the period between 30 May and the date falling 60 days thereafter in each year (commencing on 30 May 2022) whereby the Valuer values:

- (a) not less than 20 per cent. of the Apportioned Properties on a Full Valuation Basis; and
- (b) the remaining Apportioned Properties on a Desk Top Valuation Basis.

For these purposes:

- (i) the Apportioned Properties to be valued on a Full Valuation Basis in any year must not include any Apportioned Properties which have been valued on a Full Valuation Basis in the preceding two years; and
- (ii) in any five year period, 100 per cent. of Apportioned Properties must be valued on a Full Valuation Basis, taking into account any additions and withdrawals of Apportioned Properties in accordance with the Secured Loan Agreements.

### ***Full and Desktop Valuations***

Notwithstanding the above, the Borrowers may elect, by notice to the Issuer and the Security Trustee, to provide Valuations as follows:

- (a) the Borrowers shall deliver (or procure the delivery of) a Full Valuation to the Issuer and the Security Trustee at least once in every period of five calendar years. The first Full Valuation must be delivered in the period between 30 May next following an election made in accordance with the Secured Loan Agreements and the date falling 60 days thereafter, and subsequent Full Valuations must be delivered in the period between 30 May and the date falling 60 days after 30 May in each fifth year after the previous Full Valuation delivered in accordance with this paragraph (or within the same period in any prior calendar year); and
- (b) the Borrowers shall deliver (or procure the delivery of) a Desk Top Valuation to the Issuer and the Security Trustee in the period between 30 May and the date falling 60 days thereafter in each year (beginning in the year following the year in which a Full Valuation is first produced in accordance with (a) above) other than a year in respect of which a Full Valuation is required to be delivered under (a) above.

### **Loan Events of Default and Enforcement**

#### ***Borrower Default***

Each of the following (set out in more detail in the Secured Loan Agreement Standard Terms) is a **Borrower Default**:

- (a) ***Non-payment***: The Borrower does not pay on the due date any amount payable by it under the Finance Documents in the manner required under the Finance Documents, unless the non-payment continues for a period of not more than seven days in the case of principal and not more than 14 days in the case of interest.
- (b) ***Breach of other obligations***: The Borrower or any Eligible Group Member fails to perform or observe any of its obligations under the Finance Documents (other than as referred to in (a) above and (l) below) and (except in any case where, in the opinion of the Security Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by the Security Trustee on such Borrower or Eligible Group Member of notice requiring the same to be remedied.
- (c) ***Other non-payment***:
  - (i) Any other present or future indebtedness of the Borrower or any Eligible Group Member for or in respect of moneys borrowed or raised becomes due and payable prior to its

stated maturity by reason of any actual default, event of default or the like (howsoever described);

- (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period; or
- (iii) the Borrower or any Eligible Group Member fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,

provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned in (i), (ii) or (iii) above in this paragraph (c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Security Trustee) (and provided further, for the avoidance of doubt, that the amounts mentioned in (i), (ii) or (iii) above in this paragraph (c) shall exclude the amount of any Public Sector Subsidy except for any Public Sector Subsidy which is or becomes due and payable to the relevant grant making body or organisation).

- (d) **Enforcement Event:** An Enforcement Event occurs under a Relevant Document.
- (e) **Winding-up:** Any order is made by any competent court or resolution passed for the winding up or dissolution of the Borrower or any Eligible Group Member save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Security Trustee.
- (f) **Cessation of Business:** The Borrower or any Eligible Group Member ceases or threatens to cease to carry on the whole or, as determined by the Security Trustee, substantially the whole of its business, save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Security Trustee.
- (g) **Failure or inability to pay debts:** The Borrower or any Eligible Group Member stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent.
- (h) **Insolvency:** Any of the insolvency related events occurs or proceedings are taken as referred to the Secured Loan Agreement Standard Terms (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Security Trustee).
- (i) **Insolvency Proceedings:** The Borrower initiates or consents to the proceedings referred to in the Secured Loan Agreement Standard Terms (which exclude, or will exclude, any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Security Trustee).
- (j) **Arrangement with creditors:** The Borrower or any Eligible Group Member makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Security Trustee).
- (k) **Unlawfulness:** It is or becomes unlawful for the Borrower or any Eligible Group Member to perform any of its obligations under the Finance Documents to which they are, respectively, a party.

- (l) **Breach of the Asset Cover Test:** The Borrower fails to perform its obligations under Clause 10 (*Asset Cover Ratio*) of the Secured Loan Agreement Standard Terms and (except in any case where, in the opinion of the Security Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 60 days next following the service by the Security Trustee on the Borrower of notice requiring the same to be remedied.

For these purposes, **Permitted Reorganisation** means any amalgamation, merger, consolidation or transfer of engagements (whether entering into or acceptance thereof) of the whole of any Borrower's or any Eligible Group Member's property (including, for the avoidance of doubt, any statutory procedure as provided for under the Co-operative and Community Benefit Societies Act 2014 (if applicable)) made between such Borrower or such Eligible Group Member, as the case may be, (**Party A**) and any other entity (**Party B**) provided that (i) Party B is a Registered Provider of Social Housing and any new amalgamated entity to be created as a result thereof will be a Registered Provider of Social Housing; (ii) following any such amalgamation, merger, consolidation or transfer of engagements in respect of which the property of Party A (including, for the avoidance of doubt, any liabilities) shall become vested in Party B or a new amalgamated entity, Party B or such new amalgamated entity will thereafter be responsible for all the liabilities of Party A pursuant to the Co-operative and Community Benefit Societies Act 2014 or otherwise; and (iii) a certificate executed by two authorised signatories of Party A or Party B confirming the above is provided to the Note Trustee.

#### ***Obligation to Notify the Issuer and the Security Trustee***

Each Borrower shall notify the Issuer and the Security Trustee of any Borrower Default (and the steps, if any, being taken to remedy it) or potential Borrower Default in respect of its Secured Loan Agreement promptly upon becoming aware of the same. The Issuer shall also notify the Security Trustee of any Borrower Default or potential Borrower Default promptly upon becoming aware of the same (unless the Issuer is aware that a notification has already been provided by the relevant Borrower) including, but not limited to, the non-payment by a Borrower of any amounts owing to the Issuer under its Secured Loan Agreement on the due date for payment thereof.

#### ***Borrower Default Notice***

Following the occurrence of a Borrower Default (but in the case of the happening of any of the events described in paragraphs (b) (*Breach of other obligations*), (c) (*Other non-payment*) and (k) (*Unlawfulness*) above, only if the Security Trustee shall have certified in writing to the relevant Borrower that such event is, in its opinion, materially prejudicial to the interests of the Issuer), the Issuer may declare by notice to the relevant Borrower either:

- (a) that the security for the relevant Loan has become, whereupon the security for the relevant Loan shall become, immediately enforceable (and the Issuer shall notify the Security Trustee of the same in accordance with Clause 6 (*Default procedure*) of the Security Trust Deed); and/or
- (b) (irrespective of whether a notice to the effect set out in (a) shall have already been given) that the relevant Loan has become due and repayable, whereupon that Loan shall become immediately due and repayable at the outstanding balance thereof together with accrued interest, premium (if any) and any other amounts and the security therefor shall become immediately enforceable.

#### ***Enforcement***

If the security constituted under any Legal Mortgages for the benefit of the Issuer becomes enforceable as a result of the service of a notice pursuant to Clause 14.4 of the Secured Loan Agreement Standard Terms, then the Security Trustee or any receiver (where appropriate) shall hold the monies arising from

any sale, calling in, collection or conversion under, or otherwise arising from the exercise of, the powers of conversion contained in the Legal Mortgages after the security has become enforceable upon trust to apply the same:

- (a) first, in payment or retention of all costs, charges, expenses and liabilities incurred in or about the exercise of such powers or otherwise in accordance with the Security Documents and payments made by the Security Trustee, any Appointee or any Receiver in accordance with the Security Documents and of all remuneration payable to the Security Trustee, any Appointee or any Receiver in accordance with the Security Documents with interest thereon as provided in the Security Documents;
- (b) second, in or towards payment to the Issuer of all interest then due and remaining unpaid on the relevant Loan and all commitment fees then due and remaining unpaid;
- (c) third, in or towards payment to the Issuer of all principal and premium (if any) then due and remaining unpaid in respect of the relevant Loan; and
- (d) fourth, in or towards payment to the Issuer of all other amounts then due and remaining unpaid under the relevant Secured Loan Agreement.

## **Taxes**

Each Borrower must make all payments to be made by it to the Issuer under, *inter alia*, its Secured Loan Agreement(s), the Legal Mortgages and the Security Trust Deed, without any deduction or withholding for or on account of tax, unless a deduction or withholding is required by law.

If a deduction or withholding from any such payment is required by law to be made by a Borrower, the amount of the payment due from such Borrower shall be increased to an amount which (after making such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

If, as a result of any actual or proposed change in tax law, the Issuer determines (in its reasonable commercial judgement) that it would on the next following Interest Payment Date be required to make a withholding or deduction in respect of payments to be made by the Issuer to the Noteholders of the relevant Series of Fully Secured Notes pursuant to the Conditions (other than in respect of a Noteholder Specific Withholding), it shall notify each Borrower of the same. Each Borrower may (but, for the avoidance of doubt, shall not be obliged to), in its sole discretion, pay to the Issuer its *pro rata* share of such additional amounts (by reference to the Secured Loan Agreements entered into in connection with the same Series) as will enable the Issuer (after such withholding or deduction) to pay to the Noteholders the amounts of principal and interest which they would have received in respect of the Notes in the absence of such withholding or deduction. Each Borrower shall continue to pay such additional amounts to the Issuer unless and until such Borrower delivers to the Issuer a notice stating that it shall cease to make such additional payments with effect from the next following Interest Payment Date.

In the event that one or more Borrowers does not choose to make such additional payments (or indicates that it intends to cease to make such additional payments) in respect of any Secured Loan Agreement entered into in connection with the relevant Series, the remaining Borrowers of Loans advanced in connection with the same Series may (but, for the avoidance of doubt, shall not be obliged to), in their sole discretion, pay to the Issuer such increased amount as will enable the Issuer (after such withholding or deduction) to pay to the Noteholders of such Series the amounts of principal and interest which they would have received in respect of such Notes in the absence of such withholding or deduction. If the remaining Borrowers (either collectively or individually) do not choose to make such payments and as a result the Issuer will not have sufficient funds to pay the additional amounts in respect of such Notes, the Issuer shall not opt to pay such additional amounts (or, having so opted, will notify the Note Trustee

and the Noteholders of such Series of its intention to cease paying such additional amounts) and the Notes shall be redeemed in accordance with Condition 9.2 (*Redemption for tax reasons*), whereupon each Borrower of a Loan advanced in connection with the same Series shall be required to prepay the outstanding balance of its Loan, together with accrued interest and accrued commitment fee thereon up to and including the date of redemption.

### **Governing Law**

Each Secured Loan Agreement, and any non-contractual obligations or matters arising from or connected with it, are governed by and shall be construed in accordance with English law.

## Description of the Legal Mortgages and the Security Trust Deed

The Issuer's obligations in respect of the Notes of each Series of Fully Secured Notes will be secured pursuant to the Note Trust Deed in favour of the Note Trustee for the benefit of itself, the Noteholders and the other Series Secured Parties by the Series Security, which includes an assignment by way of security of the Issuer's rights, title and interest arising under the Legal Mortgages and the Security Trust Deed.

*The following description of the Legal Mortgages and the Security Trust Deed consists of a summary of certain provisions of the Legal Mortgages and the Security Trust Deed and is qualified by reference to the detailed provisions thereof. The Legal Mortgages and the Security Trust Deed are not, however, incorporated by reference into, and therefore do not form part of, these Programme Admission Particulars.*

*Definitions used in this section but not otherwise defined in these Programme Admission Particulars have the meanings given to them in the Legal Mortgages and/or the Security Trust Deed.*

### LEGAL MORTGAGES

The Borrowers shall enter into Legal Mortgages substantially in the form set out in the Security Trust Deed (each, a **Legal Mortgage**).

#### Fixed Charges

Pursuant to each Legal Mortgage, each Borrower and/or Eligible Group Member, as applicable, will charge with full title guarantee, as security for the payment of all Secured Obligations in favour of the Security Trustee for the benefit of itself and, *inter alios*, the Issuer:

- (a) by way of a first fixed legal mortgage all the property specified therein 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 such Borrower or Eligible Group Member and any monies paid or payable in respect of such covenants;
- (b) by way of first fixed charge:
  - (i) all plant and machinery (except for the Fixtures within paragraph (a) above) now or in the future owned by such Borrower or Eligible Group Member and its interest in any plant and machinery in its possession which form part of or are operated on the property specified therein;
  - (ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
  - (iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Security Assets and the use of any of the Security Assets specified in paragraphs (a) and (b)(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 mortgage set forth in paragraph (a) above or the assignments set forth in the section entitled "Assignment" below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to therein.

## Assignment

Pursuant to each Legal Mortgage, each Borrower and/or Eligible Group Member, as applicable, will covenant with full title guarantee, as security for payment of the Secured Obligations, that on the request of the Security Trustee, it shall following the occurrence of an Enforcement Event which is continuing (unremedied or unwaived and is not remedied within any applicable grace period) assign to the Security Trustee for the benefit of itself and, *inter alios*, the Issuer (to the fullest extent assignable or capable of assignment without first infringing any contracted provision restricting the same) all of its rights, title and interest in and to:

- (a) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by such Borrower or Eligible Group Member from time to time whether present or future in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all monies due and owing to such Borrower or Eligible Group Member or which may become due and owing to such Borrower or Eligible Group Member at any time in the future in connection therewith and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents. regardless of whether such amounts became due before or after the date of such Legal Mortgage);
- (b) all agreements now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all monies due and owing to such Borrower or Eligible Group Member or which may become due and owing to such Borrower or Eligible Group Member 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 such Borrower or Eligible Group Member to perfect its rights under such Legal Mortgage or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or hereafter entered into by or given to such Borrower or Eligible Group Member in respect of the properties specified therein and all claims, remedies, awards or judgments paid or payable to such Borrower or Eligible Group Member (including, without limitation, all liquidated and ascertained damages payable to such Borrower or Eligible Group Member under the above) in each case relating to the properties specified therein;
- (d) all licences held now or in the future in connection with the properties specified therein and also the right to recover and receive all compensation which may at any time become payable to such Borrower or Eligible Group Member in relation to the properties specified therein;
- (e) all rights and claims to which such Borrower or Eligible Group Member is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the properties specified therein;
- (f) all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the properties specified therein; and



- (g) all rental income and disposal proceeds in each case relating to the properties specified therein which has not been assigned as set out in (a), (b) or (c) and the right to make demand for and receive the same.

### **Representations, Warranties and Undertakings**

Each Borrower and Eligible Group Member shall make various representations in respect of the properties specified in the relevant Legal Mortgage including as to ownership, planning permission, covenants and security interests. In addition, each Borrower and Eligible Group Member shall undertake to, *inter alia*, repair, insure, pay taxes in respect of and comply with all leases in respect of, such properties.

### **Enforcement of Security**

Each Legal Mortgage will provide that at any time after an Enforcement Event has occurred and is continuing, the security created by or pursuant to such Legal Mortgage will be immediately enforceable and the Security Trustee may enforce all or any part of such security.

The Legal Mortgages shall entitle the Security Trustee and, *inter alios*, the Issuer to be indemnified in respect of, *inter alia*, all liabilities incurred by them in the execution or purported execution of any of the powers vested in them pursuant to the Legal Mortgages.

### **Governing Law**

Each Legal Mortgage and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

### **SECURITY TRUST DEED**

The benefit of the security created by the Borrowers and the Eligible Group Members pursuant to the Legal Mortgages shall be held by the Security Trustee on trust for the benefit of itself and, *inter alios*, the Issuer on the terms of the Security Trust Deed.

### **The Security**

#### ***Division of Properties and Related Security Assets***

Each Loan Transaction Terms in respect of a Secured Loan Agreement will specify whether the Borrower's obligations under its Secured Loan Agreement will be apportioned on a "Numerical Apportionment Basis" or a "Specific Apportionment Basis". All Secured Loan Agreements entered into in connection with the same Series of Fully Secured Notes will specify the same apportionment basis.

The Security Trust Deed provides that, where Numerical Apportionment Basis is specified as the basis for apportionment, a specific number of units within the portfolio of Residual Properties will be designated to the relevant Beneficiary (each, a **NAB Beneficiary**) as agreed between a Borrower and such Beneficiary (being, in the case of the Loan Agreements, the Issuer).

Where Numerical Apportionment Basis is specified as the apportionment basis, a Beneficiary in respect thereof is entitled to change its basis of apportionment to "Specific Apportionment Basis" only in the limited circumstances and in accordance with the procedures specified in the Security Trust Deed.

The Security Trust Deed provides that, where Specific Apportionment Basis is specified as the basis for apportionment or in the event that the apportionment basis is changed to Specific Apportionment Basis,

the apportioned part of the Charged Properties shall be as selected and notified to the Issuer in accordance with the terms of the Security Trust Deed.

### ***Additions and releases of Apportioned Properties***

On or prior to creating a Legal Mortgage in respect of any Property, the relevant Borrower or Eligible Group Member, as applicable, is required to deliver to the Security Trustee (or such person as shall be nominated by the Security Trustee, to be held by such person to the order of the Security Trustee) the documents listed in Schedule 2 to the Security Trust Deed, such documents to be in form and substance satisfactory to the Issuer (and, where the Apportioned Properties are the Residual Properties, the other NAB Beneficiaries).

The Security Trustee shall release the benefit of any Security Interest, rights or obligations held by it over the Apportioned Property as security for all or any of the Secured Obligations:

- (a) subject to the instruction the Issuer and, where the Apportioned Properties are the Residual Properties, the other NAB Beneficiaries (or, where the Properties to be released constitute Unallocated Properties, the relevant Borrower or Eligible Group Member); and
- (b) provided, in each case, that the relevant Borrower or Eligible Group Member, as applicable, shall have paid to the Security Trustee, or provided for to the satisfaction of the Security Trustee, all Trustee Costs which relate to the Residual Properties or such Apportioned Properties (as applicable).

The Issuer's instructions shall be subject to satisfaction with the requirements of the Secured Loan Agreements as regards such additions and releases (see "*Description of the Secured Loan Agreements*" above).

### **Application of Proceeds**

The Security Trustee shall, upon the enforcement of the Rights, and after satisfying claims which at law rank in priority to sums owing under or in respect of any of the Relevant Documents, apply all Proceeds and all money derived therefrom:

- (a) in respect of the Security Assets comprised in the Residual Properties:
  - (i) first, in or towards payment of all NAB Trustee Costs;
  - (ii) second, by allocating the balance among the NAB Beneficiaries by reference to their NAB Security Percentages so that the amount allocated to each NAB Beneficiary shall be applied in satisfaction when due of the Relevant Liabilities owed to such NAB Beneficiary arising under or in connection with each Relevant Document to which such NAB Beneficiary is a party in the order of priority set out therein (deducting for its own account, where appropriate, any Valuer's Expenses from the relevant NAB Beneficiary's allocation) (and so that, in each case, any surplus remaining after payment of all such Relevant Liabilities shall be reallocated among the remaining NAB Beneficiaries *mutatis mutandis* in accordance with the foregoing provisions). For the avoidance of doubt, no surplus amounts shall be reallocated by the Security Trustee until all Relevant Liabilities have been fully discharged in connection with the relevant Relevant Document;
  - (iii) third, by allocating the balance among the Beneficiaries whose Relevant Liabilities have not been fully discharged under (a)(ii) above or (b)(ii) below *pro rata* to their unpaid liabilities so that the amount allocated to each Beneficiary shall be applied in satisfaction when due of the Relevant Liabilities owed to such Beneficiary arising in connection with

the relevant Relevant Document in the order of priority set out therein (and so that, in each case, any surplus remaining after payment of all such Relevant Liabilities when due shall be re-allocated among the remaining Beneficiaries *mutatis mutandis* in accordance with the foregoing provisions);

- (iv) fourth, to the extent not recovered under (a)(i) above or (b)(i) below, in or towards payment of all Trustee Costs; and
  - (v) fifth, the balance, if any, to the relevant Borrower or Eligible Group Member; and
- (b) in respect of the Security Assets comprised in a Specific Apportioned Part:
- (i) first, in or towards payment of all Relevant Trustee Costs;
  - (ii) second, in or towards satisfaction of all Relevant Liabilities of the Specific Beneficiary (other than Relevant Trustee Costs) in accordance with the Relevant Documents in respect of the Relevant Liabilities (deducting for its own account, where appropriate, any Valuer's Expenses from the relevant Specific Beneficiary's allocation);
  - (iii) third, by allocating the balance among the Beneficiaries whose Relevant Liabilities have not been fully discharged under (a)(ii) or (b)(ii) above *pro rata* to their unpaid liabilities so that the amount allocated to each Beneficiary shall be applied in satisfaction when due of the Relevant Liabilities owed to such Beneficiary arising in connection with the relevant Relevant Document in the order of priority set out therein (deducting for its own account, where appropriate, any Valuer's Expenses from the relevant Specific Beneficiary's allocation) (and so that, in each case, any surplus remaining after payment of all such Relevant Liabilities when due shall be re-allocated among the remaining Beneficiaries *mutatis mutandis* in accordance with the foregoing provisions);
  - (iv) fourth, to the extent not recovered under (a)(i) or (b)(i) above, in or towards payment of all Trustee Costs; and
  - (v) fifth, the balance, if any, to the relevant Borrower or Eligible Group Member.

### **Enforcement of Security**

Pursuant to Clause 6 (*Default procedure*) of the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security created by, or rights arising under, the Legal Mortgages if instructed to do so by the Issuer (and/or the other NAB Beneficiaries where the Series Underlying Security is apportioned to it on the Numerical Apportionment Basis) (and then only if it has been indemnified and/or secured and/or pre-funded to its satisfaction).

In respect of instructions given by the Issuer, the Issuer will assign its rights under, *inter alia*, the Security Trust Deed and the Legal Mortgages to the Note Trustee and, pursuant to Condition 6.3 (*Loan Agreements, Legal Mortgages and Security Trust Deed Consents Covenant*), has covenanted not to take any action or direct the Security Trustee to take any action pursuant thereto except with the prior consent of the Note Trustee. The Note Trustee may, but is not obliged to, seek the consent of the Noteholders in accordance with the Note Trust Deed prior to giving any such consent.

In enforcing the Series Underlying Security in respect of any Series (including the Issuer's rights, title and interests in the Security Trust Deed and the Legal Mortgages insofar as they relate to the Notes of such Series) the Note Trustee may act in its discretion. It is, however, required to take action, pursuant to Condition 12.2 (*Enforcement*), where so directed by the requisite majority of the Noteholders of such Series provided, however, that it is secured and/or indemnified and/or pre-funded to its satisfaction.

**Governing Law**

The Security Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

## **Description of the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement**

The Issuer has appointed The Bank of New York Mellon, London Branch as its account bank, its custodian in relation to Permitted Investments and its custodian in relation to Retained Notes pursuant to the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement, respectively, in relation to the issue of the Notes.

The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its head office situated at 240 Greenwich Street, New York, NY 10286, USA and having a branch registered in England and Wales with FC Number 005522 and BR Number 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL.

The Bank of New York Mellon's corporate trust business services all major debt categories, including corporate and municipal debt, mortgage-backed and asset-backed securities, collateralised debt obligations, derivative securities and international debt offerings. The Bank of New York Mellon's corporate trust and agency services are delivered through The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A.

The Bank of New York Mellon is a global investments company which helps its clients manage and service their financial assets throughout the investment lifecycle. The Bank of New York Mellon delivers investment management and investment services in 35 countries and more than 100 markets to institutions, corporations and individual investors. As of 30 September 2020, The Bank of New York Mellon had \$45 trillion in assets under custody and/or administration, and \$2.3 trillion in assets under management. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation (NYSE: BK). Additional information is available on [www.bnymellon.com](http://www.bnymellon.com).

*The following description of the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement consists of a summary of certain provisions of the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement and is qualified by reference to the detailed provisions thereof. The Account Agreement, the Custody Agreement and the Retained Note Custody Agreement are not, however, incorporated by reference into, and therefore do not form part of, these Programme Admission Particulars.*

*Definitions used in this section but not otherwise defined in these Programme Admission Particulars have the meanings given to them in the Account Agreement, the Custody Agreement and the Retained Note Custody Agreement.*

### **ACCOUNT AGREEMENT**

#### **Series Accounts**

The Account Bank shall open and maintain a Series Transaction Account in respect of each Series of Notes and, in respect of each Series of Fully Secured Notes, a Series Ongoing Cash Security Account and (if required) a Series Initial Cash Security Account.

## **Initial Deposits**

Pursuant to the Account Agreement, the Issuer shall:

- (a) on the Issue Date of each Series of Fully Secured Notes:
  - (i) to the extent that there will be Retained Proceeds in respect of such Series, credit the Series Initial Cash Security Account in respect of such Series with the Retained Proceeds, to the extent that such amount is not invested directly in Permitted Investments which are deposited in the Series Initial Cash Security Custody Sub-Account; and
  - (ii) credit the Series Transaction Account in respect of such Series with the net issue proceeds of the Notes of such Series less the Retained Proceeds (if any) in respect of such Series to the extent that such amount is not paid directly to or to the order of a Borrower pursuant to, and in accordance with, a Secured Loan Agreement entered into in connection with such Series; and
- (b) on the Issue Date of each Series of Partly Secured Notes, to the extent that there will be Retained Proceeds in respect of such Series, credit the Series Transaction Account in respect of such Series with the Retained Proceeds to the extent that such amount is not paid directly to or to the order of a Borrower pursuant to, and in accordance with, an Unsecured Loan Agreement entered into in connection with such Series.

The Issuer shall, upon receipt, credit to the Series Ongoing Cash Security Account in respect of each Series of Fully Secured Notes all amounts received from a Borrower or an Eligible Group Member pursuant to Clause 11.7 (*Addition, Substitution and Release of Apportioned Properties and Charged Cash*) of the Secured Loan Agreement Standard Terms in respect of any Secured Loan Agreement relating to such Series.

## **Retained Note Deposits**

Pursuant to the Account Agreement, the Issuer shall:

- (a) upon the sale of any Retained Notes of any Series of Fully Secured Notes, credit the Series Initial Cash Security Account in respect of such Series with the net sale proceeds of such Retained Notes, to the extent that such amount is not paid directly to a Borrower pursuant to, and in accordance with, a Secured Loan Agreement entered into in connection with such Series; and
- (b) upon the sale of any Retained Notes of any Series of Partly Secured Notes, credit the Series Transaction Account in respect of such Series with the net sale proceeds of such Retained Notes, to the extent that such amount is not paid directly to a Borrower pursuant to, and in accordance with, an Unsecured Loan Agreement entered into in connection with such Series.

## **Future Deposits and Withdrawals**

The Issuer has covenanted, pursuant to the Note Trust Deed that, in respect of any Series of Fully Secured Notes:

- (a) prior to the enforcement of the Series Security in respect of such Series, payments from the Series Initial Cash Security Account relating to such Series shall only be made to fund:

- (i) the Commitments pursuant to, and in accordance with the terms of, the Secured Loan Agreements entered into in connection with such Series;
  - (ii) payment to a Borrower or any other member of the Group (other than the Issuer) in respect of any Notes of such Series surrendered for cancellation in accordance with a Secured Loan Agreement entered into in connection with such Series;
  - (iii) the purchase of Permitted Investments pursuant to the Custody Agreement; or
  - (iv) redemptions of the Notes of such Series in accordance with the Conditions;
- (b) prior to the enforcement of the Series Security in respect of such Series, payments from the Series Ongoing Cash Security Account relating to such Series shall only be made to a Borrower pursuant to, and in accordance with the terms of, a Secured Loan Agreement entered into in connection with such Series or to purchase Permitted Investments pursuant to, and in accordance with, the Custody Agreement; and
- (c) no payments from the Series Transaction Account in respect of any Series will be made other than in accordance with the Conditions of the Notes of such Series and the Issuer has undertaken to procure that amounts are paid into and out of each Series Transaction Account only in accordance with the Conditions of the Notes of such Series, the Account Agreement and the Agency Agreement.

The Issuer has covenanted, pursuant to the Note Trust Deed that, in respect of any Series of Partly Secured Notes, that no payments from the Series Transaction Account in respect of such Series will be made other than:

- (a) to fund:
  - (i) the Commitments pursuant to, and in accordance with the terms of, the Unsecured Loan Agreements entered into in connection with such Series;
  - (ii) payment to a Borrower or any other member of the Group (other than the Issuer) in respect of any Notes of such Series surrendered for cancellation in accordance with an Unsecured Loan Agreement entered into in connection with such Series; or
  - (iii) redemptions of the Notes of such Series in accordance with the Conditions; and
- (b) otherwise, in accordance with the Conditions of the Notes of such Series,

and the Issuer has undertaken to procure that amounts are paid into and out of each Series Transaction Account only in accordance with the Conditions of the Notes of such Series, the Account Agreement and the Agency Agreement.

The Account Bank is under no obligation to monitor compliance with the above covenants.

### **Interest**

Any monies standing to the credit of a Series Transaction Account, a Series Initial Cash Security Account and/or a Series Ongoing Cash Security Account will, subject to the Account Agreement, earn interest at the positive, negative or zero rate(s) set by the Account Bank from time to time.

Pursuant to the Account Agreement:

- (a) interest accrued on the Series Transaction Account and the Series Initial Cash Security Account in respect of any Series of Fully Secured Notes shall be credited to, or debited from, the Series Transaction Account in respect of such Series and interest accrued on any Series Ongoing Cash Security Account shall be credited to, or debited from, such Series Ongoing Cash Security Account; and
- (b) interest accrued on the Series Transaction Account in respect of any Series of Partly Secured Notes shall be credited to, or debited from, the Series Transaction Account in respect of such Series.

### **Change of Account Bank**

The appointment of the Account Bank in respect of a Series of Notes may, with the prior written approval of the Note Trustee, be terminated upon 45 days' written notice (subject to the appointment of a replacement account bank) or forthwith at any time the Account Bank is adjudged bankrupt or insolvent. The appointment of the Account Bank may also be terminated in respect of a Series of Fully Secured Notes in the event that:

- (a) the short-term senior, unsecured and unguaranteed indebtedness rating of the Account Bank as assigned by any Relevant Rating Agency falls below the Minimum Rating Requirement or is withdrawn; and
- (b) there are amounts standing to the credit of the Series Initial Cash Security Account and/or the Series Ongoing Cash Security Account in respect of such Series,

subject to the appointment of a replacement account bank.

The Account Bank may resign its appointment upon giving at least 45 days' written notice (subject to the appointment of a replacement account bank, provided that if the Account Bank shall resign due to a change in any applicable law or regulation to which the Account Bank may be subject and such change causes the performance by the Account Bank of its duties under the Account Agreement to be in violation of such law or regulation, such resignation shall take place immediately).

Pursuant to the Account Agreement, the appointment of any replacement Account Bank shall be subject to the prior written approval of the Note Trustee, be on substantially the same terms as the Account Agreement and be subject to the condition that it must have a short-term senior, unsecured and unguaranteed indebtedness rating from each Relevant Rating Agency of no less than the Minimum Rating Requirement.

For these purposes:

**Minimum Rating Requirement** means a short-term senior, unsecured and unguaranteed indebtedness rating of "A-1" or equivalent assigned by a Relevant Rating Agency; and

**Relevant Rating Agency** means, in respect of each Series, S&P and/or such other rating agency which has assigned a solicited rating to the Notes of such Series at the relevant time.



## **CUSTODY AGREEMENT**

### **Custody Account**

Pursuant to the Custody Agreement, the Custodian shall, subject to receipt of such documents as it may require, open, in the name of the Issuer, a Series Ongoing Cash Security Custody Sub-Account and (if required) a Series Initial Cash Security Custody Sub-Account in respect of each Series of Fully Secured Notes (the **Series Custody Sub-Accounts**) and a Series Ongoing Cash Security Cash Sub-Account and (if required) a Series Initial Cash Security Cash Sub-Account in respect of each Series of Fully Secured Notes (the **Series Cash Sub-Accounts** and, together with the Series Custody Sub-Accounts, the **Series Custody Account**).

### **Payments and Delivery**

The Issuer has authorised the Custodian to make payments and delivery out of each Series Custody Account only for the purpose of any acquisition or sale of Permitted Investments or as provided below.

Pursuant to the Custody Agreement, unless otherwise instructed pursuant to Instructions to make a payment out of the proceeds of any Distributions in respect of Permitted Investments held by the Issuer in the settlement of an acquisition of other Permitted Investments on or prior to the date of receipt of such Permitted Investments (subject as provided below), the Issuer has agreed to give Instructions to the Custodian, forthwith upon receipt by the Custodian of any Distributions to transfer:

- (a) all Distributions credited to the Series Ongoing Cash Security Cash Sub-Account in respect of each Series of Fully Secured Notes to the Series Ongoing Cash Security Account in respect of such Series of Fully Secured Notes;
- (b) all Distributions (including any amount representing Permitted Investment Profit (if any)) credited to the Series Initial Cash Security Cash Sub-Account in respect of each Series of Fully Secured Notes (other than Distributions which represent redemption and/or sale proceeds less any Permitted Investment Profit (if any)) to the Series Transaction Account in respect of such Series of Fully Secured Notes; and
- (c) all Distributions credited to a Series Initial Cash Security Cash Sub-Account in respect of each Series of Fully Secured Notes (other than those to be credited to the Series Transaction Account pursuant to (b) above) to the Series Initial Cash Security Account in respect of such Series of Fully Secured Notes,

subject, in each case, to any withholding as required by applicable tax laws.

The Issuer has agreed that it shall not instruct the Custodian pursuant to Instructions to make a payment out of the proceeds of any Distributions standing to the credit of a Series Initial Cash Security Cash Sub-Account in respect of a Series of Notes other than Distributions which represent redemption and/or sale proceeds (but excluding any amount representing Permitted Investment Profit (if any)) and that such amounts shall forthwith upon receipt be transferred to the Series Transaction Account in respect of such Series of Fully Secured Notes in accordance with (b) above.

### **Interest**

Any monies standing to the credit of each Ongoing Cash Security Cash Sub-Account and each Initial Cash Security Cash Sub-Account will, subject to the Custody Agreement bear or charge interest at the prevailing deposit interest rate (whether negative or positive) as offered by the Custodian from time to time.

## **Change of Custodian**

Either the Issuer (with the prior written approval of the Note Trustee) or the Custodian may terminate the Custody Agreement by giving at least 45 days' written notice to the other party (subject to the appointment of a replacement custodian).

Either of the Issuer (with the prior written approval of the Note Trustee) or the Custodian may further terminate the Custody Agreement with immediate effect by giving notice to the other parties if the Custodian or the Issuer, as applicable, has committed a material breach of the terms of the Custody Agreement which is not remedied within 30 days of notice of the same or upon the occurrence of an insolvency event with respect to that party.

The Issuer (with the prior written approval of the Note Trustee) shall terminate the appointment of the Custodian in respect of a Series of Fully Secured Notes in the event that:

- (a) the short-term senior, unsecured and unguaranteed indebtedness rating of the Custodian as assigned by any Relevant Rating Agency falls below the Minimum Rating Requirement or is withdrawn; and
- (b) there are Permitted Investments standing to the credit of the Series Custody Account in respect of such Series,

subject to the appointment of a replacement custodian.

Pursuant to the Custody Agreement, the appointment of any replacement custodian shall be subject to the prior written consent of the Note Trustee, be on substantially the same terms as the Custody Agreement and be subject to the condition that it must have a short-term senior, unsecured and unguaranteed indebtedness rating from each Relevant Rating Agency of no less than the Minimum Rating Requirement.

## **RETAINED NOTE CUSTODY AGREEMENT**

### **Retained Note Custody Account**

Pursuant to the Retained Note Custody Agreement, the Retained Note Custodian shall, subject to receipt of such documents as it may require, open, in the name of the Issuer, the Retained Note Custody Sub-Account and the Retained Note Cash Sub-Account (together with the Retained Note Custody Sub-Account, the **Retained Note Custody Account**).

### **Payments and Delivery**

The Issuer has authorised the Retained Note Custodian to make payments and delivery out of the Retained Note Custody Account only as provided below.

Pursuant to the Retained Note Custody Agreement, the Retained Note Custodian shall not effect a transfer of any Retained Notes except (in the case of Fully Secured Notes) with the prior written consent of the Note Trustee in the form of a Retained Note Consent Letter which has been countersigned on behalf of the Note Trustee.

Pursuant to the Retained Note Custody Agreement, unless otherwise instructed pursuant to Instructions to make a payment out of any Sale Proceeds to a Borrower in satisfaction of the Issuer's obligation to make an advance pursuant to a Loan Agreement entered into in connection with the relevant Series, the Issuer shall give Instructions to the Retained Note Custodian, forthwith upon receipt by the Retained Note Custodian of any Sale Proceeds:

- (a) in respect of any Retained Notes which form part of a Series of Fully Secured Notes, to transfer all Sale Proceeds in respect of the Retained Notes of each Series to the Series Initial Cash Security Account in respect of such Series; and
- (b) in respect of any Retained Notes which form part of a Series of Partly Secured Notes, to transfer all Sale Proceeds in respect of the Retained Notes of each Series to the Series Transaction Account in respect of such Series,

subject to any withholding as required by applicable tax laws.

### **Payment Waiver**

Notwithstanding any other provision of the Retained Note Custody Agreement to the contrary and subject to the following paragraph, the Issuer has, pursuant to the Retained Note Custody Agreement, unconditionally and irrevocably:

- (a) waived its rights to receive payments of interest, principal or other amounts in respect of the Retained Notes and, for the avoidance of doubt, such waiver by the Issuer of such rights will continue to be effective following the occurrence of an Event of Default or Potential Event of Default in respect of the relevant Series;
- (b) authorised the Retained Note Custodian to disclose the waiver referred to in (a) above in respect of the Retained Notes (and the Retained Notes position with the Retained Note Custodian) to the Principal Paying Agent and any applicable international clearing system for the Retained Notes to ensure that the waiver of the right to receive payments of interest, principal or otherwise in respect of the Retained Notes is effected; and
- (c) directed the Retained Note Custodian, in respect of each Retained Note held by the Retained Note Custodian on behalf of the Issuer in the Retained Note Custody Sub-Account in definitive form (if applicable):
  - (i) on each Interest Payment Date, to surrender the interest coupon for such Retained Note corresponding to such Interest Payment Date to the Principal Paying Agent for cancellation;
  - (ii) in respect of Retained Notes where Instalment Redemption is specified as applicable in the applicable Pricing Supplement, on each Instalment Date, to surrender the principal receipt for such Retained Note corresponding to such Instalment Date to the Principal Paying Agent for cancellation; and
  - (iii) to surrender the definitive note representing such Retained Note to the Principal Paying Agent for cancellation on any date on which the Retained Notes are to be redeemed in full.

The Retained Note Custodian and the Issuer have each acknowledged and agreed that the waiver, authorisation and direction provided by the Issuer as described above are irrevocable except with the prior written consent of the Note Trustee in the form of a Retained Note Consent Letter which has been countersigned on behalf of the Note Trustee.

### **Interest**

Any monies standing to the credit of the Retained Note Cash Sub-Account will, subject to the Retained Note Custody Agreement bear or charge interest at the prevailing deposit interest rate (whether negative or positive) as offered by the Retained Note Custodian from time to time.

## **Termination of Retained Note Custody Agreement**

Either the Issuer or the Retained Note Custodian may terminate the Retained Note Custody Agreement by giving at least 30 days' written notice to the other party.

Either of the Issuer or the Retained Note Custodian may further terminate the Retained Note Custody Agreement with immediate effect by giving notice to the other parties if the Retained Note Custodian or the Issuer, as applicable, has committed a material breach of the terms of the Retained Note Custody Agreement which is not remedied within 30 days of notice of the same or upon the occurrence of an insolvency event with respect to that party.

Pursuant to the Retained Note Custody Agreement, the Issuer has covenanted for the benefit of the Note Trustee that, in the event that the Retained Note Custody Agreement is terminated, it shall appoint a successor custodian to hold the Retained Notes on substantially the same terms as the Retained Note Custody Agreement, in particular, but without limitation, with respect to the payment waiver and transfer restrictions applicable to the Retained Notes, as described above.

## Description of the Issuer

### Incorporation and Status

Stonewater Funding plc (the **Issuer**) is a public limited company incorporated in England and Wales with registered number 08190978 on 24 August 2012 under the Companies Act 2006. It was originally incorporated under the name of Raglan Finance plc and changed its name to Stonewater Funding plc on 22 December 2014. The principal legislation under which the Company operates is the Companies Act 2006.

The registered address of the Issuer is Suite C Lancaster House Grange Business Park Enderby Road, Whetstone, Leicester, Leicestershire LE8 6EP. The telephone number of its registered address is 01234 889 494.

The Issuer has no subsidiaries.

### Principal Activities of the Issuer

The Issuer is a special purpose vehicle established for the purpose of issuing notes (and incurring other indebtedness (including other secured indebtedness but subject to the covenant set out in Condition 6.1 (*General Covenants*))) and lending the proceeds thereof to members of the Group to be applied in accordance with their respective constitutional documents.

### Directors

The directors of the Issuer and their other principal activities are:

<b>Name</b>	<b>Other Principal Activities</b>
John Bruton*	Director, Besford and Dinmont Freehold Limited Director, Stonewater Developments Limited Director, Stonewater Procurement Limited Director, Stonewater Commercial Limited Executive Director-Finance, Stonewater Group
Christopher Edis	CFO, Lloyds Bank Corporate Markets plc Finance Director, Lloyds Bank, Commercial Banking Director, Lloyds Bank Corporate Asset Finance (No. 1) Ltd Board member, Stonewater Board member, Stonewater 2 Board member, Stonewater 5
Nicholas Harris	Chief Executive, Stonewater
Tariq Kazi	Director of Corporate Finance, Optivo Trustee and Treasurer of New Economics Foundation Director, Stonewater Developments Limited Director, Stonewater Commercial Limited Board member, Stonewater Board member, Stonewater 2 Board member, Stonewater 5
Hugh Shields (Chair)	Director, HUAWEI Director, Stonewater Procurement Limited

**Name****Other Principal Activities**

Board member, Stonewater  
Board member, Stonewater 2  
Board member, Stonewater 5

\*John Bruton is due to step down from his role as director of the Issuer and as Executive Director of the Finance of the Group in December 2021. Anne Costain will fill the position with her appointment becoming effective on 1 October 2021.

The business address of each of the directors is Suite C Lancaster House Grange Business Park Enderby Road, Whetstone, Leicester, Leicestershire LE8 6EP.

The Secretary of the Issuer is Anne Louise Harling whose business address is Suite C Lancaster House Grange Business Park Enderby Road, Whetstone, Leicester, Leicestershire LE8 6EP.

Subject as follows, there are no potential conflicts of interest between any duties to the Issuer of the directors of the Issuer and their private interests and/or duties. Nicholas Harris, Chris Edis, Tariq Kazi and Hugh Shields are also board members of each Original Borrower. A conflict of interests could therefore arise if these directors are required to approve any transactions between the Issuer and an Original Borrower, such as a Loan Agreement to be entered into in connection with any Series with such Original Borrower. However, the Issuer's Articles of Association provide that, so long as directors disclose the nature and extent of such a conflict, they may nevertheless vote on behalf of the Issuer in respect of such transactions.

The Issuer has no employees but has available to it the treasury and business resources of the Group to enable it to administer its business and perform its obligations.

**Share Capital and Major Shareholders**

The entire issued share capital of the Issuer comprises 50,000 ordinary shares of £1 each, all of which are currently paid up to 25 pence each.

The Group Parent holds directly all of the shares of the Issuer currently in issue.

The Group Parent exercises control over the Issuer through its full ownership of the Issuer.

**Operations**

Since the date of incorporation, the Issuer has:

- (a) issued bonds in the principal amount of £200,000,000, with £100,000,000 issued on 20 September 2012 and a further £100,000,000 issued on 25 March 2015. Of these, £75,000,000 were retained and have since been cancelled; and
- (b) issued bonds in the principal amount of £250,000,000, all of which were retained. £50,000,000 of these retained bonds were sold on 14 November 2018, an additional £75,000,000 of the retained bonds were sold in March 2019, and a further £53,000,000 of the retained bonds were sold in September 2019.

**Recent Developments**

There have been no recent events particular to the Issuer that are, to a material extent, relevant to the evaluation of the Issuer's solvency.

## Description of the Group and the Original Borrowers

The Original Borrowers consist of Stonewater Limited (**Stonewater**), Stonewater (2) Limited (**Stonewater 2**) and Stonewater (5) Limited (**Stonewater 5**).

### THE STONEWATER GROUP

Stonewater is the parent of the Stonewater group (the **Group**). In addition to Stonewater, the Group comprises:

- Stonewater 2 and Stonewater 5 (each a charitable Registered Providers of Social Housing and registered societies);
- Stonewater Developments Limited (**SDL**);
- Stonewater Commercial Limited (formerly Raglan Developments Limited) (**SCL**);
- Stonewater Procurement Limited (formerly Raglan Design and Build Limited) (**SPL**) (with each of SDL, SCL and SPL being private limited companies); and
- the Issuer.

SCL was incorporated to undertake the Group's build for sale operations. It is currently dormant and has been since incorporation. SPL and SDL are the value added tax efficient subsidiaries through which new social housing development is procured. As at 31 March 2021, SPL's turnover was £55.6 million and SDL's turnover was £28.8 million. On 31 March 2021, SPL transferred its assets and liabilities to SDL.

As at 31 March 2021, the Group had £210.4 million in turnover, £2,037 million in tangible fixed assets (housing properties), £348.7 million in net assets, and owned or managed 34,255 homes across England. A summary of the Group's financial results in the three most recent financial years is set out below.

	FY 20/21	FY 19/20	FY 18/19
<b>Turnover</b>	£210m	£189m	£191m
<b>Operating Surplus</b>	£77m	£81m	£66m
<b>Operating Margin (Overall)</b>	33%	28%	30%
<b>Operating Margin (SHL)</b>	34%	31%	32%
<b>Total Comprehensive Income</b>	£53m	£45m	£15m
<b>Tangible Fixed Assets – Housing Properties</b>	£2.037bn	£1.888bn	£1.776bn
<b>Total Loans</b>	£1,083m	£959m	£912m
<b>Cash and Cash Equivalents</b>	£130m	£95m	£102m

	<b>FY 20/21</b>	<b>FY 19/20</b>	<b>FY 18/19</b>
<b>Gearing</b>	47%	46%	45%
<b>EBITDA-MRI Interest Cover</b>	215%	160%	182%

The Group has set out a strategy of delivering 6,250 homes in the five years between March 2019 and March 2024, of which 94 per cent. will be affordable.

## History

The roots of the Group date back to the 1960s when two voluntary groups, the Inskip League of Friendship and Poole and East Dorset Club for the Disabled, approached Poole Borough Council (now the Borough of Poole) to build housing for disabled people and formed the Inskip Housing Association. Around the same time St. Giles Housing Society, also a voluntary organisation and based in London, was providing homes for young disabled people near places of work. The two associations merged in February 1973 to form Inskip St. Giles Housing Association, which was incorporated on 1 February 1973 and which changed its name to Raglan Housing Association Limited on 12 March 1976. With a new name came a new direction; whilst continuing to meet the original commitment to housing for disabled people, it began to address the differing needs of families, elderly people and young single people.

On 9 July 1992, Dolphin Housing Association Limited transferred its engagements to Raglan Housing Association Limited and, on 8 September 1993, Astra Housing Association transferred its engagements to Raglan Housing Association Limited. Together, these addressed a variety of housing needs in city, urban and rural areas, maintaining its commitment to housing for disabled people and a range of supported housing schemes.

At the end of December 2014, the Raglan group and the Jephson group merged to form the Group.

Jephson Housing Association was formed in 1969, followed by Jephson Homes Housing Association in 1970. The Jephson group reached 1,000 homes under management by 1975 and, in the following four years, offices were opened in Swindon, Halifax, Dudley and Sandwell. By 1981, there were 4,000 homes under the Jephson group's management. In 1996, Marches Housing Association (**Marches**) joined the Jephson group; Marches having acquired 1,832 houses, flats and ancillary properties from Leominster District Council in 1994.

The founder members of the Jephson group were from Leamington Spa and therefore the first of Jephson's schemes were built in Warwickshire. Since then, and since becoming part of the Stonewater Group, it has developed over a wide geographical area, often on land provided by local authorities using subsidies also provided by them.

Following the merger of the Raglan group and the Jephson group, Stonewater (formerly Raglan Housing Association Limited) became the parent of the new Group and each of Stonewater 2, Stonewater 5, SCL, SPL and the Issuer are now all part of the new Group and all subsidiaries of Stonewater.

On 31 March 2021, two existing members of the Group, Stonewater (3) Limited and Stonewater (4) Limited, each transferred their respective engagements to Stonewater pursuant to section 110 of the Co-operative and Community Benefit Societies Act 2014.



## Principal Activities of the Group

The Group's principal activities are the provision of social housing and the provision and management of housing, in each case, for poor people or for the relief of aged, disabled or chronically sick people.

## Executive Directors

As detailed below, the Group is run by an executive management team which is common to each of the Original Borrowers. The management team is made up of six executive directors (the **Executive Directors**):

<b>Name</b>	<b>Title</b>
Nicholas Harris	CEO
Sue Shirt	Executive Director – Customer Experience
Patrick Chauvin	Executive Director – Assets, Homes
John Bruton*	Executive Director - Finance
David Blower	Executive Director – Corporate Services
Jonathan Layzell	Executive Director – Development

\*John Bruton is due to step down from his role as director of the Issuer and as Executive Director of Finance of the Group in December 2021. Anne Costain will fill the position with her appointment becoming effective on 1 October 2021.

## Board

Each of the Original Borrowers has a common board (the **Board**). The Board and their principal activities outside of the Original Borrowers, where these are significant with respect to the Original Borrowers, are as follows:

<b>Name</b>	<b>Principal Activities outside the Original Borrowers</b>
<i>Executive board members</i>	
Nicholas Harris	Director, the Issuer
<i>Non-executive board members</i>	
Sheila Collins	Trustee, McMillan Caring Locally
Anne Dokov	Lay Member, Disciplinary Tribunal for Institute of Chartered Legal Executives Trustee, Longleigh Foundation Trustee, Stay: Telford Christian Council Supported Housing
Jennifer Bennett	Trustee, The Roberts Centre, Portsmouth Member, Portsmouth Community Housing Trust

<b>Name</b>	<b>Principal Activities outside the Original Borrowers</b>
Claire Kearney	Board member, Teacher Housing Association
Hugh Shields	Chair, the Issuer Director, Stonewater Procurement Ltd Director, HUAWEI
Doug Wright*	Chair, SCL Chair, SDL Chair, SPL
Juliana Crowe	RP rep on Worcestershire Health Improvement Group Trustee, Talensi Community Development Trust Board member, Nehemiah Housing Association
Tariq Kazi	Director, SCL Director, SDL Director, the Issuer Director of Corporate Finance, Optivo
Andrew Lawrence	Chairman of the Board, Bron Afon Community Housing Board member, Salvation Army Housing Association (and chair of Risk and Audit Committee) Board Member, Intellectual Property Office Director, Baptist Insurance plc Director, Operation Christmas Child Trustee, Samaritans Purse International Trustee, Billy Graham Evangelistic Association
Chris Edis	CFO, Lloyds Bank Corporate Markets plc Finance Director, Lloyds Bank, Commercial Banking Director, Lloyds Bank Corporate Asset Finance (No. 1) Ltd Director, the Issuer
Angus Michie	Managing Director, Seven Capital Director, SCL Director, SDL Director, SPL

\* Doug Wright is due to step down from the Board in September 2021 and a successor has been identified to fill the position as of 1 October 2021.

The business address of each of the above board members is Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester LE8 6EP.

The secretary of the Group is Anne Harling whose business address is Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester LE8 6EP.

Subject as follows, there are no potential conflicts of interest between any duties to each of the Original Borrowers of the board members of the Original Borrowers and their private interests and/or other duties. Nicholas Harris, Chris Edis, Tariq Kazi and Hugh Shields are directors of the Issuer. A conflict of interests could therefore arise if they are required to approve any transactions between the Issuer and an Original Borrower, such as a Loan Agreement to be entered into in connection with any Series with

the Issuer. However, the rules of each Original Borrower provide that a board member shall not have an interest in any arrangement as a board member, director or officer of any other member of the Group.

### **Corporate Governance**

The Group has two functional committees and five functional panels comprising:

- Risk and Assurance Committee;
- Nomination & Remuneration Committee;
- Asset & Development Challenge and Assurance Panel;
- Customer Experience Challenge and Assurance Panel Finance Challenge and Assurance Panel; Governance & People Challenge and Assurance Panel; and
- Value Creation & Assurance Panel.

### **Recent Developments**

There have been no recent events particular to any Original Borrower that are, to a material extent, relevant to the evaluation of the solvency of such Original Borrower.

### **Corporate Rating**

The Group has been assigned a credit rating of "A+" by S&P.

## **THE ORIGINAL BORROWERS**

### **Stonewater**

#### **Incorporation and Status**

Stonewater was incorporated on 1 February 1973 and is registered in England as a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 20558R and is registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with registered number L1556.

The registered office of Stonewater is Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester LE8 6EP. The telephone number of its registered address is 0800 011 6420.

Following the merger of the Jephson and Raglan groups, Raglan Housing Association Limited changed its name to Stonewater Limited on 31 December 2014. On 31 March 2021, each of Stonewater (3) Limited and Stonewater (4) Limited transferred its engagements to Stonewater Limited.

#### **Governance and Viability Rating**

On 31 March 2021, the Regulator issued a regulatory judgement which concluded that Stonewater met both the viability and governance standards and graded the Group as "G1" for governance and "V1" for viability. The regulatory judgement included Stonewater 2 and Stonewater 5. This is a routine process of regulation which discusses an organisation's performance as outlined in the Regulator's Governance and Financial Viability standard. The "G1" rating means that Stonewater meets the requirements on governance set out in the Governance and Financial Viability standard. The "V1" rating means that Stonewater meets the requirements on viability set out in the Governance and Financial Viability standard and has the capacity to mitigate their exposures effectively.

## **Share Capital and Major Shareholders**

The entire issued share capital of Stonewater is 11 shares of £1 each all of which are fully paid up. The shares have limited rights; they carry no entitlement to dividend; they are not repayable; and they do not participate in a winding up. The shares carry the following voting rights: to approve the financial statements, to appoint members to the board of Stonewater and to appoint the auditors.

### **Stonewater 2**

#### **Incorporation and Status**

Stonewater 2 was incorporated on 8 April 1970 and is registered in England as a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 19412R and is registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with registered number L0173.

The registered office of Stonewater 2 is Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester LE8 6EP. The telephone number of its registered address is 0800 011 6420.

Stonewater 2 was incorporated as Jephson Second Housing Association Limited, changing its name to Jephson Homes Housing Association Limited in 1988. Following the merger between the Jephson and Raglan groups, Jephson Homes Housing Association Limited changed its name to Stonewater (2) Limited on 31 December 2014.

## **Share Capital and Major Shareholders**

Stonewater 2 has 12 shares in issue of £1 each which carry no rights to dividends or other income. Shares in issue are not capable of being repaid or transferred. Stonewater holds one share in Stonewater 2.

### **Stonewater 5**

#### **Incorporation and Status**

Stonewater 5 was incorporated on 30 January 2012 and is registered in England as a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 31527R and is registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with registered number 4717.

The registered office of Stonewater 5 is Suite C Lancaster House Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP. The telephone number of its registered address is 0800 011 6420.

Stonewater 5 was incorporated under the name of Raglan Homes Limited. Following the merger between the Jephson and Raglan groups, Raglan Homes Limited changed its name to Stonewater (5) Limited on 31 December 2014.

## **Share Capital and Major Shareholders**

Stonewater 5 has 11 shares in issue of £1 each which carry no rights to dividends or other income. Shares in issue are not capable of being repaid or transferred. Stonewater holds one share in Stonewater 5.

## Alternative Performance Measures

The Original Borrowers believe that certain financial measures that are not recognised by the Borrower Accounting Standards, but are derived from the information provided in its Financial Statements, provide additional useful information regarding the Group's ongoing operating and financial performance.

These measures are not recognised measures under the Borrower Accounting Standards, do not have standardised meanings prescribed by the Borrower Accounting Standards and should not be considered in isolation or construed to be alternatives to measures pursuant to the Borrower Accounting Standards including revenues, net income (loss) and comprehensive income (loss) for the period determined in accordance with the Borrower Accounting Standards. The Original Borrowers' method of calculating these measures may differ from the method used by other entities, including other Registered Providers of Social Housing. Accordingly, certain of the financial performance measures presented in these Programme Admission Particulars may not be comparable to similarly titled measures used by other entities or in other jurisdictions, including other Registered Providers of Social Housing. Consequently, these measures should not be considered substitutes for the information contained in the financial statements incorporated by reference in the section headed "*Documents Incorporated by Reference*" below and should be read in conjunction therewith.

In particular, the Original Borrowers use the financial measures (as defined below) set out in the table below to evaluate their business performance. References in the table below to "Financial Statements" shall have the meaning given to "Original Borrower's Financial Statements" in the section headed "*Financial Statements*" below.

For the purposes of the tables below:

- **Statement of Financial Position** means the statement of financial position set out in the Financial Statements;
- **SOCI** means the statement of comprehensive income set out in the Financial Statements;
- all references to specific line items taken from the Financial Statements are to the line items in respect of the Original Borrowers; and
- all references to **Notes** are to the relevant note in the Financial Statements.

Financial Measure	Definition	Reconciliation
Gearing	Net Debt divided by Tangible fixed assets – housing properties	"Net Debt" is set out below.  "Tangible fixed assets – housing properties" can be taken from the Statement of Financial Position on page 47 of the Financial Statements.
Net Debt	Housing Loans external falling due within one year plus Housing Loans external falling due after more than one year deducting Cash and cash equivalents	"Housing Loans external falling due within one year" is taken from Note 21 page 75 of the Financial Statements.  "Housing Loans external falling due after one year" is taken from Note 22 page 75 of the Financial Statements.  "Cash and cash equivalents" can be taken from the Statement of Financial Position on page 47 of the Financial Statements.
EBITDA MRI	Operating Surplus less Surplus on disposal of fixed assets plus Loss on disposal of other fixed assets less	"Operating Surplus" is taken from the SOCI on page 46 of the Financial Statements.

Financial Measure	Definition	Reconciliation
	Amortised government grants plus Interest receivable and similar income plus Depreciation less Improvements to existing properties capitalised	<p>"Surplus on disposal of fixed assets" is taken from the SOCI on page 46 of the Financial Statements.</p> <p>"Loss on disposal of other fixed assets" is taken from SOCI on page 46 of the Financial Statements.</p> <p>"Amortised government grants" is taken from Note 5(a) on page 60 of the Financial Statements.</p> <p>"Interest receivable and similar income" is taken from the SOCI on page 46 of the Financial Statements</p> <p>"Depreciation" is set out below.</p> <p>"Improvements to existing properties capitalised" is taken from Note 15(c) on page 69 of the Financial Statements.</p>
Depreciation	Depreciation of housing properties plus Depreciation of other tangible fixed assets	Each of "Depreciation of housing properties" plus "Depreciation of other tangible fixed assets" can be taken from Note 7 on page 63 of the Financial Statements.
EBITDA MRI Interest Cover	EBITDA MRI divided by Interest and financing cost	<p>"EBITDA MRI" is set out above.</p> <p>"Interest and financing costs" is set out below.</p>
Interest and financing costs	Total Interest payable and financing costs adding back Interest capitalised on construction of housing properties	<p>"Total interest payable and financing costs" can be taken from the Total figure in the table from Note 13 on page 66 of the Financial Statements.</p> <p>"Interest capitalised on construction on housing properties" can be taken from Note 13 on page 66 of the Financial Statements.</p>
Operating margin % (social housing)	Operating surplus on social housing lettings divided by Income from social housing lettings	<p>"Operating surplus on social housing lettings" is taken from Note 5(a) on page 60 of the Financial Statements.</p> <p>"Income from social housing lettings" is taken from Note 5(a) on page 60 of the Financial Statements.</p>
Return on capital employed % (overall)	Operating Surplus plus share of operating surplus in joint ventures divided by Total assets less current liabilities	<p>"Operating Surplus" is taken from the SOCI on page 46 of the Financial Statements.</p> <p>The amount for "share of operating surplus in joint ventures" is zero.</p> <p>"Total assets less current liabilities" is taken from the Statement of Financial Position on page 47 of the Financial Statements.</p>
Net Debt per Unit	Net Debt divided by Residential units owned	<p>"Net Debt" is set out above.</p> <p>"Residential units owned" is set out below.</p>

Financial Measure	Definition	Reconciliation
Residential units owned	Total owned and managed accommodation plus Units managed by other associations less Shared ownership less Accommodation managed for others plus 50% of Shared ownership	<p>"Total owned and managed accommodation" is taken from the total for the Group on Note 6 on page 62 of the Financial Statements.</p> <p>"Units managed by other associations" is taken from Note 6 on page 62 of the Financial Statements.</p> <p>"Shared ownership" is taken from Note 6 on page 62 of the Financial Statements.</p> <p>"Accommodation managed for others" is taken from Note 6 on page 62 of the Financial Statements.</p> <p>"50% of Shared ownership" can be taken from calculating 50% of the "Shared ownership" figure as set out above.</p>

## Description of the Regulation and Funding Environment applicable to the Borrowers

### The Social Housing Sector

Social housing is housing to rent at below market level rents, or to buy through schemes such as shared ownership, that is made available to those whose needs are not served by the commercial housing market. As at 23 March 2021, the Regulator of Social Housing (the **Regulator**) reported that there were 1,626 Registered Providers of Social Housing (**Registered Providers**) in England.

### Regulation and the Regulatory Framework

The Housing and Regeneration Act 2008, as amended by the Localism Act 2011 and the Housing and Planning Act 2016 (the **HPA 2016**), (the **HRA 2008**) makes provision for the regulation of social housing provision in England.

Pursuant to the HRA 2008, the Homes and Communities Agency (the **HCA**) acted as the regulator of Registered Providers, including the Original Borrowers. Since January 2018, Homes England has operated the non-regulatory arm and the Regulator has taken on the functions of the regulation committee. The Regulator provides economic regulation for Registered Providers in order to ensure that they are financially viable and well governed.

The Regulator regulates Registered Providers in accordance with the regulatory framework for social housing in England (the **Regulatory Framework**), which sets out the standards that apply to Registered Providers of Social Housing (the **Standards**).

The Regulator proactively regulates the three Standards which are classified as 'economic'. These are:

- the Governance and Financial Viability Standard;
- the Value for Money Standard; and
- the Rent Standard.

The Regulator has issued two codes of practice: one code to amplify the Governance and Financial Viability Standard and the code for the Value for Money Standard. Furthermore, the Regulator has issued a Rent Standard Guidance.

The remaining four standards are classified as 'consumer' for which the Regulator's role is reactive in response to referrals or other information received. Its role is limited to intervening where failure to meet the standards has caused or could have caused serious harm to tenants. The consumer standards are:

- the Tenant Involvement and Empowerment Standard;
- the Home Standard;
- the Tenancy Standard; and
- the Neighbourhood and Community Standard.

Registered Providers are expected to comply with the Standards and to establish arrangements to ensure that they are accountable to their tenants, the Regulator and relevant stakeholders. The enforcement by the Regulator of the Standards other than those relating to governance and financial viability, rent and value for money is restricted to cases in which there is, or there is a risk of, serious detriment to tenants (including future tenants). The Regulatory Framework includes guidance as to how the Regulator will assess whether serious detriment may arise.



In April 2015 the HCA (as the predecessor of the Regulator) published updates to the Regulatory Framework. These provide for changes in the way the Regulator regulates, including asset and liability registers which are aimed to ensure that social housing assets are not put at risk, to protect the public value in those assets and to ensure that Registered Providers can continue to attract the necessary finance to build new homes.

In March 2019, the Regulator updated its "*Regulating the Standards*" publication which outlines the Regulator's operational approach to assessing Registered Providers' compliance with the economic and consumer standards.

On 17 November 2020 the UK Government released a Social Housing White Paper which has the stated aim of delivering transformational change for social housing residents. A seven point Charter is proposed setting out what every social housing resident should be able to expect. Central to this is the proposal for a strengthened Regulator which will be granted additional powers and in particular will be empowered to act more proactively on consumer regulation matters than under the current regulatory regime in force as at the date of these Programme Admission Particulars. Many of the proposals rely upon further legislation and consultation, so implementation is not expected to be immediate.

### **Housing Grant**

Grant funding is a critical part of the funding mix for Registered Providers, sustaining their ability to provide housing to rent at below market level rents. Grant funding is allocated by central government in periodic affordable homes programmes with the allocation of grants to Registered Providers administered by Homes England, an executive non-departmental public body, sponsored by the Ministry of Housing, Communities and Local Government (**MHCLG**). This allocation of funding includes Homes England appointing strategic partners that are typically amongst the larger Registered Providers.

Grant funding for Registered Providers has, in recent years, undergone significant and material change. Under the 2011–2015 Affordable Homes Programme, the level of capital grant made available to fund new affordable homes was reduced to £4.5 billion compared to £8.4 billion under the previous review period. To compensate for this, Registered Providers of Social Housing are able to charge Affordable Rents where a Framework Delivery Agreement with Homes England has been entered into.

The 2015-2018 Affordable Homes Programme (the **New Framework**) was launched in January 2014. In December 2014 the Chancellor announced that the grant programme would be extended to 2020 with additional grant being made available. The primary change brought about under the New Framework is that all of the available funding is not allocated from the outset. The New Framework allows bidders the opportunity to bid for the remaining funding for development opportunities as these arise during the programme, where they can be delivered within the programme timescales.

In April 2016, the HCA announced that it was making available £4.7 billion of capital grant between 2016- 2021 under the Shared Ownership and Affordable Homes Programme 2016-2021 (**SOAHP 2016 to 2021**). That marked a decisive shift towards support for home ownership in England. However, the Autumn Statement 2016 announced that an additional £1.4 billion would be made available to build 40,000 affordable homes and that the SOAHP 2016 to 2021 will support a variety of tenures which now includes affordable rent, shared ownership and rent to buy.

In the 2020 budget, the UK Government announced a new £12 billion Affordable Homes Programme that is expected to start in 2021 and is intended to support the delivery of 180,000 new affordable homes, including for social housing and shared ownership, across England.

### **Social Housing Rents**

As part of the 2012 spending round, the UK Government confirmed, through its policy "*Guidance on Rents for Social Housing*" published in May 2014, that from 2015-2016, rents in the social sector should

increase by up to the Consumer Price Index (**CPI**) at September of the previous year plus 1 per cent. annually, for ten years.

The relevant rent standard guidance for Registered Providers is contained within the Regulatory Framework.

In the 2015 Summer Budget, the UK Government announced that rents for social housing (as defined in Part 2 of the HRA 2008) in England would reduce by 1 per cent. annually for four years. This change was introduced on 1 April 2016 pursuant to Section 23 of the Welfare Reform and Work Act 2016 (the **WRWA 2016**).

In the WRWA 2016 and associated amendment regulations there is provision for exceptions to the rent reduction requirement and MHCLG has regulation making powers to introduce other exemptions. For example, reductions do not apply to rents payable by residents in low cost home ownership and shared ownership properties. Furthermore, the WRWA 2016 also gives the Regulator the power, by direction, to exempt a Registered Provider of Social Housing from the rent reduction requirement but only where compliance with the requirement would jeopardise that Registered Provider's financial viability.

On 4 October 2017, the UK Government announced that social housing rents would be restored to the CPI plus 1 per cent. formula for five years from April 2020. Rent reductions continued to apply until then. A "*Policy Statement on Rents for Social Housing*" was issued by MHCLG on 26 February 2019 and confirmed the CPI plus 1 per cent. limit for five years from April 2020. A contemporaneous "*Direction to the Regulator*" was issued which prompted the Regulator to publish a new rent standard (incorporating the Policy Statement on Rents for Social Housing) that took effect from 1 April 2020.

## **Welfare Benefit Reform**

### *Background*

A substantial proportion of social housing tenants rely on one or more welfare benefits for at least part of their income according to research in 2014 by the Joseph Rowntree Foundation on the impact of welfare reform on social landlords and tenants. 90 per cent. of social housing tenants received some form of income support through the welfare benefit system. As a result, changes to the welfare benefit system can impact materially the ability of social housing tenants to meet their housing costs. There have been a range of reforms of the welfare benefit system in recent years including capping the overall amount of benefits households can receive, consolidating multiple benefits into a single payment (**Universal Credit**) and other reforms specific to housing such as the Occupation Size Criteria that have had and still have the potential to impact housing affordability for social housing tenants.

### *Household Benefit Cap*

The Summer Budget 2015 announced, and the Spending Review and Autumn Statement 2015 confirmed, that the total household benefit cap (the combined income from a number of welfare benefits for those receiving housing benefit or Universal Credit and that are of working age) would be reduced to £20,000 per year for couples or parents (or £23,000 in Greater London) and £13,400 per year for single people without children (or £15,410 in Greater London). Measures to implement the lowering of the threshold were included in the WRWA 2016 which applies to Registered Providers of Social Housing.

Exemptions to the total household benefit cap can apply to those tenants who qualify for working tax credit; are above the qualifying age for pensions credit; obtain certain benefits for sickness and disability; or claim a war pension. The benefit cap will not apply in circumstances where a tenant or a tenant's partner is in receipt of, or is responsible for a child or young person who is in receipt of, benefits such as disability living allowance, personal independence payment or carer's allowance. Housing benefit will not be included when calculating total benefit income where tenants are housed in specified accommodation including supported housing.

### *Occupation Size Criteria*

The Welfare Reform Act 2012 (the **WRA 2012**) introduced a size criterion for working age social housing tenants in receipt of housing benefit known as the "removal of the spare room subsidy" or "bedroom tax". The arrangements allow each of certain defined categories of people (such defined categories being: (a) a couple, (b) an adult (over 16), (c) two children of the same sex, (d) two children under the age of 10, (e) any other child, (f) those with a disability, and (g) a non-resident overnight carer) to be entitled to one bedroom. Exemptions are applied to supported housing tenants. Where a household has one extra bedroom, housing benefit is reduced by 14 per cent. of the rent charge. Where a household has two or more extra rooms, the reduction to housing benefit is 25 per cent.

### *Universal Credit*

Universal Credit, introduced under the WRA 2012, replaces six existing means-tested benefits and tax credits for working-age families, namely income support, income-based jobseeker's allowance, income-related employment and support allowance, housing benefit, child tax credit and working tax credit with a single monthly payment, transferred directly into a household bank account of choice, and is currently in an extended "roll out" phase across the UK which is expected to last until 2023.

There are three types of alternative payment arrangements available for claimants:

- (a) direct payment of the housing cost element to landlords (known as managed payments);
- (b) splitting of payments between members of a couple; and
- (c) more frequent payment of benefit where a claimant is in arrears with their rent for an amount equal to, or more than, two months of their rent or where a claimant has continually underpaid their rent over a period of time, and they have accrued arrears of an amount equal to or more than one month's rent.

If the Department of Work and Pensions (the **DWP**) does not set up a managed payment, Registered Providers of Social Housing can request a managed payment and inform the DWP of other reasons why a managed payment might be needed. Landlords can request deductions from a claimant's Universal Credit to repay existing rent arrears, known as third party deductions. Deductions will be a minimum of 10 per cent. and a maximum of 20 per cent. of a claimant's Universal Credit standard allowance.

### **Right to Buy**

The introduction of the right to buy to assured tenants of Registered Providers of Social Housing was a manifesto commitment by the Conservative party for the 2015 and 2017 general elections. An announcement from the Secretary of State for Communities and Local Government on 24 September 2015 confirmed a proposal made by the National Housing Federation (**NHF**) to introduce the right to buy voluntarily. The voluntary arrangement is based on four key principles:

- (a) tenants would have the right to purchase a home at right to buy discounts (maximum discount of £77,900 (£103,900 in London)) subject to government funding for the scheme;
- (b) Registered Providers of Social Housing will have the final decision about whether to sell an individual property;
- (c) Registered Providers of Social Housing will receive the full market value of the properties sold, with the value of the discount funded by the UK Government; and
- (d) nationally, for every home sold under the agreement a new affordable property would be built, thereby increasing supply.

The Prime Minister confirmed on 7 October 2015 that the NHF's proposal had been accepted by the UK Government. This means that, rather than including the right to buy extension in the HPA 2016 as a statutory obligation, there is an agreement by the social housing sector to deliver the extension voluntarily. The HPA 2016 establishes a statutory framework to facilitate the implementation of the voluntary right to buy scheme and makes provision for grants to be paid to Registered Providers of Social Housing to cover the cost of selling housing assets at a discount. The HPA 2016 states that such grant may be made on any terms and conditions the MHCLG considers appropriate.

The UK Government ran an initial pilot scheme in January 2016 involving five housing associations and launched a further regional pilot in August 2018, which is now closed.

### **LHA Cap and Sheltered Rent**

In the 2015 Spending Review, the Chancellor outlined plans to cap the amount of rent that housing benefit will cover in the social housing sector to the level of the relevant Local Housing Allowance (LHA) (the LHA Cap). This was to take effect in England only from April 2019 with the key elements being:

- (a) the LHA Cap will apply to all tenants in supported and sheltered housing from April 2019;
- (b) housing cost will continue to be paid through the benefit system up to LHA level;
- (c) no Shared Accommodation Rate - one-bedroom LHA rate for under 35 year olds in supported housing;
- (d) local authority top-up, with ring-fenced funds transferred across from the DWP and allocated by the MHCLG;
- (e) the UK Government believes a different system needs to be worked out for short-term transitional services and it will consult on this; and
- (f) the 1 per cent. rent reduction applies to supported and sheltered housing from April 2017 for three years – except refuges, alms houses and co-ops.

Following a joint DWP/MHCLG select committee inquiry, the UK Government announced on 31 October 2017 that the LHA Cap will not apply to tenants in supported housing, nor to the wider social rented sector, and therefore will not apply to the majority of Registered Providers of Social Housing. It was also announced, on 31 October 2017, that the UK Government will introduce a new sheltered rent for the sheltered housing and extra care sector from April 2020. This will keep funding within the welfare system and acknowledge the higher cost generated by this type of housing in comparison with general needs housing.

After several consultations in August 2018, the UK Government confirmed that housing costs for supported housing will continue to be paid through housing benefit. Additionally, there will be no introduction of a "sheltered rent" and as a result there will be no cap on services charged in sheltered and extra care schemes.

### **Building Regulations Reform**

On 20 July 2020, the UK Government published the draft Building Safety Bill which seeks to legislatively address the recommendations from an independent review of building regulations and fire safety following the Grenfell Tower fire in June 2017. It proposes fundamental reform of building safety requirements with the aim of ensuring that residents are safe in their homes. The draft Bill is currently subject to pre-legislative scrutiny and is not anticipated to come into force until Autumn 2021.

There is also significant secondary legislation and related guidance expected and therefore substantial details of the regime remain outstanding. The draft Bill covers all residential buildings, with an enhanced

regulatory regime applying to "Higher-risk buildings" (being buildings that are 18 metres or above or are 6 storeys or above, whichever is reached first, and that meet a multi-dwelling test).

The draft bill includes:

- amendments to the Building Act 1984 to introduce a dutyholder regime; dutyholders will have clear responsibilities for safety throughout a building's design and construction and the introduction of the "Accountable Person" who will hold the responsibility for safety during the occupation phase;
- a new building safety charge regime as well as an obligation on residents to ensure they do not undermine the fire and structural safety for the building in which they live;
- various provisions to give residents a stronger voice in the system and to ensure their concerns are never ignored;
- the establishment of a new building safety regulator (the HSE) to provide oversight of the new building safety regulatory regime; and
- strengthened enforcement and sanctions to deter non-compliance with the new regime.

The proposals will affect many aspects of the business of a Registered Provider and in particular, the procurement, development, construction and management of existing and new build properties.

### **Moratorium and Housing Administration**

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

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

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

Each housing administration order will last for 12 months (subject to certain exceptions), but may be extended. In certain circumstances a court may make an order enabling a housing administrator to

dispose of property belonging to a Registered Provider of Social Housing which is subject to a fixed charge, albeit only on terms that the fixed charge holder receives the proceeds up to the value of the security and those proceeds are topped up to "market value" if the property is sold.

## Valuation Report

### Numerical Apportionment Basis

Where the applicable Pricing Supplement in respect of any Fully Secured Notes states that the Series Underlying Security is allocated on a Numerical Apportionment Basis, the Notes will be secured by, *inter alia*, an allocation of charged properties from a shared security pool (the **Apportioned Properties**). On an ongoing basis, the Security Trustee will apportion such number of units of the Charged Properties between all the NAB Beneficiaries (including the Issuer in respect of each Series of Fully Secured Notes that has specified Numerical Apportionment Basis as being applicable) as is appropriate.

The following valuation report (the **Valuation Report**) therefore relates to the Apportioned Properties, an appropriate part of which will be apportioned to secure the Fully Secured Notes of each Series, such part as is required to enable the Borrowers to satisfy the Asset Cover Test in respect of such Series (as defined in the relevant Secured Loan Agreements) (see the section entitled "*Description of the Secured Loan Agreements*" above)).

The Valuation Report was prepared by Jones Lang LaSalle Limited, Registered Chartered Surveyors of 30 Warwick Street, London W1B 5NH. The Valuation Report is included in these Programme Admission Particulars, in the form and context in which it is included, with the consent of the Valuer and the Valuer has authorised the contents of this section.

The Valuer does not have a material interest in the Issuer or any Original Borrower.

### Summary of valuations

A summary of the values of the Apportioned Properties set out in the Valuation Report is set out below:

EUV-SH or, where appropriate, MV-ST*				Total
Units	EUV-SH is appropriate	Units	MV-ST is appropriate	
1,405	£135,770,000	1,198	£144,940,000	<b>£280,710,000</b>

\* A further 25 Units have been attributed a nil value.

### Initial Apportioned Properties

The applicable Pricing Supplement in respect of each Series of Fully Secured Notes in respect of which Numerical Apportionment Basis has been specified to be applicable in the applicable Pricing Supplement, shall specify the number of units in respect of the Apportioned Properties to be initially apportioned to the Issuer in respect of such Series of Fully Secured Notes as at the Issue Date of such Series.

### Specific Apportionment Basis

Where the applicable Pricing Supplement states that the security in respect of a Series of Fully Secured Notes is allocated on a Specific Apportionment Basis, the relevant valuation report will be set out in a drawdown admission particulars, or (if permitted by the London Stock Exchange) a supplement to these Programme Admission Particulars, in respect of such Series of Fully Secured Notes.

*Jones Lang LaSalle*

# *Valuation Advisory*

**Property: 2,628 Affordable Housing units owned by Stonewater Limited, Stonewater (2) Limited and Stonewater (5) Limited**

July | 2021





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NatWest Markets Plc as a Dealer  
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SMBC Nikko Capital Markets Ltd as a Dealer  
One New Change  
London EC4M 9AF

and any further dealers appointed from time to time under the Programme Agreement in respect of the Programme (as defined below)

26 July 2021

Dear Sirs

**2,628 Affordable Housing units owned by Stonewater Limited, Stonewater (2) Limited and Stonewater (5) Limited**

---

We are pleased to attach our Report in connection with the above.

This Report is issued for the benefit and use of the Addressees and for inclusion in the programme admission particulars (the "Programme Admission Particulars") for the £1,000,000,000 Note Programme (the "Programme") of Stonewater Funding plc and may only be used in connection with the Programme Admission Particulars and the Programme. We hereby give our consent to the publication of this Report within the Programme Admission Particulars and accept responsibility for the information contained in this Report.

Having taken all reasonable care to ensure that such is the case, the information given in this Report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import.

Before this Report or any part of it is reproduced or referred to in any document, circular or statement (other than the Programme Admission Particulars in respect of the Programme), our written approval as to the form and context of such publication must be obtained.

Yours faithfully



**Marc Burns**  
**Director - Affordable Housing**  
**For and on behalf of**  
**Jones Lang LaSalle Limited**

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Yours faithfully



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Yours faithfully



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# Executive Summary

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This summary should be read in conjunction with the main body of our Report. Section numbers are supplied where relevant.

## Introduction

The date of this Report is 26 July 2021.

Jones Lang LaSalle Limited has been instructed to value a portfolio of 2,628 properties for loan security purposes.

## Properties

The portfolio comprises 2,603 social housing units located across England.

The portfolio contains a mixture of different tenures as summarised in the table overleaf and set out in greater detail in section 3 of this Report.

In addition, there are 25 units in the portfolio which form ancillary accommodation, have been sold on long leases or are fully staircased. The interest of Stonewater Limited (“Stonewater”), Stonewater (2) Limited (“Stonewater 2”), or Stonewater (5) Limited (“Stonewater 5”) as applicable, in the properties is considered to be de minimis for the purpose of this exercise and so these properties have been included at nil value. Furthermore, please note that these properties have not been included in any unit counts or other statistics in this Report.

We have inspected the exterior of all units in the portfolio (section 3).

## Valuations

The effective date of valuation is 26 July 2021.

Our valuation of the 1,405 properties being valued on the basis of Existing Use Value for Social Housing (“EUV-SH”), in aggregate, at the valuation date is:

**£135,770,000**

**(one hundred and thirty five million, seven hundred and seventy thousand pounds)**

Our valuation of the 1,198 properties being valued on the basis of Market Value subject to Tenancies (“MV-T”), in aggregate, at the valuation date is:

**£144,940,000**

**(one hundred and forty four million, nine hundred and forty thousand pounds)**

The following table summarises our opinions of value (section 6):

### Freehold Properties

Category	Unit Count	Basis of Value	EUV-SH	MV-T
Affordable Rent Restricted	610	EUV-SH	£69,390,000	-
Affordable Rent Unrestricted	440	MV-T	£44,260,000	£62,230,000
General Needs Restricted	225	EUV-SH	£16,730,000	-
General Needs Unrestricted	718	MV-T	£48,770,000	£77,840,000
Intermediate Rent Restricted	12	EUV-SH	£1,440,000	-
Shared Ownership	498	EUV-SH	£43,110,000	-
Supported Restricted	17	EUV-SH	£990,000	-
Supported Unrestricted	13	MV-T	£830,000	£1,470,000
<b>Total</b>	<b>2,533</b>		<b>£225,530,000</b>	<b>£141,540,000</b>

### Leasehold Properties

Category	Unit Count	Basis of Value	EUV-SH	MV-T
Affordable Rent Restricted	13	EUV-SH	£1,630,000	-
General Needs Restricted	10	EUV-SH	£890,000	-
General Needs Unrestricted	14	MV-T	£910,000	£1,350,000
Intermediate Rent Unrestricted	11	MV-T	£1,580,000	£1,730,000
Key worker Restricted	8	EUV-SH	£690,000	-
Shared Ownership	12	EUV-SH	£900,000	-
Supported Unrestricted	2	MV-T	£140,000	£320,000
<b>Total</b>	<b>70</b>		<b>£6,740,000</b>	<b>£3,400,000</b>

## Portfolio Analysis

### Strengths:

- given the divergence between property prices and local average earnings, demand for these properties should be sustainable in the medium to long term;
- the level of rental income for all areas is broadly in line with other Registered Providers (“RPs”) in the respective areas;
- the level of rental income is, in aggregate, below the relevant levels of Local Housing Allowance (LHA) for each region;

- the EUV-SH and MV-T values per unit and percentage relationships to MV-VP, are at levels appropriate to the current climate, having regard to the portfolio's location and composition;
- we have made conservative assumptions with regard to the respective rent and sales contributions to the valuations of the shared ownership units and they are not overly dependent on proceeds from sales; and
- EUV-SH values are likely to maintain their current levels as stock transactions within the sector and access to debt markets continue to take place, albeit with more hesitancy due to market fluctuations.

**Weaknesses:**

- whilst the Coronavirus Job Retention (Furlough) Scheme (CJRS) has been extended until 30 September 2021, it is not yet known what impact this will have on the economy and, coupled with the end of the extension of the stamp duty holiday, what effect these will have on the housing market; and
- the end of the CJRS also poses a short-term risk for RPs' income not supported by housing benefit, which could result in a higher rate of voids and arrears.

**Opportunities:**

- increased efficiencies are continuing to be driven by mergers between Housing Associations;
- rationalisation of RPs' stock allowing for more efficient asset management; and
- investment of REITs and other funds into the sector as whole.

**Threats:**

- changes in Government policy such as a further period of rent cuts or changing the Rent Regime to CPI only;
- results of the Hackitt Report could lead to retrospective remedial repairs and alterations being enforced upon RPs;
- sharp increase in the cost of materials and labour to carry out any repairs and maintenance work on existing stock and meet development plans;
- the temporary stamp duty tax cut on purchases and pent-up demand has fuelled a strong return in terms of mortgage approvals, sales and lettings volumes; and
- reactive changes to working conditions and government policy could drive further efficiencies in the sector and wider economy in the longer-term.

**Suitability of Security**

Your instructions require us to comment on whether the properties we have valued provide adequate security for notes issued under the Programme.

It is difficult for any valuer, without being asked to consider a specific credit or risk assessment policy, to make an absolute, unqualified statement that those assets will provide suitable security because our instructions do not explain what criteria the Security Trustee is applying in making this assessment.

However we confirm that, in our opinion, should the Security Trustee become a mortgagee in possession of this portfolio of properties, then it would be possible to achieve a sale to another RP that would be at a price at least equivalent to our valuation on the basis of EUV-SH or, in principle, to a private purchaser at a price equivalent to



our valuation on the basis of MV-T as set out in our Report. However, the valuation assumes implicitly that a purchaser could obtain debt finance on commercially viable terms to facilitate a purchase of the portfolio.

Based on our inspections, we are satisfied that the properties we inspected internally are being maintained to an acceptable social housing standard, in line with the Regulator of Social Housing (“RSH”) regulatory requirements and commensurate with the likely demands of the target tenant group.

Overall, we have assumed that each property has a useful economic life of at least 50 years provided that the properties continue to be properly maintained in the future.

Unless otherwise stated in our Report none of the properties are of 6 storeys or more or are subject to any remedial works in the wake of the Grenfell Tower disaster of June 2017. We have therefore assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements.

Our inspections are for valuation purposes only and carried out on an external basis only, therefore we cannot confirm whether invasive vegetation has been or is present on the site, our valuation assumes that none exists within the demise or proximity of any of the properties.

With the above factors in mind, and with specific regard to the continuing need for well-maintained social housing accommodation, we believe it reasonable to conclude an acceptable demand for a portfolio of this nature from commensurate social housing landlords and private institutional investment firms.

Subject to the information presented within this Report, and at the values formally reported, we are satisfied to recommend to the Security Trustee that this portfolio is suitable for security purposes.

## Stock

The stock is summarised by count of unit type for each business stream as follows:

Property Type	Affordable Rent	General Needs	Supported	Shared Ownership	Key worker	Intermediate Rent	Total
Rooms	-	2	14	-	-	-	<b>16</b>
1 bed flats	196	145	14	20	8	-	<b>383</b>
2 bed flats	224	136	2	68	-	23	<b>453</b>
3 bed flats	1	5	-	-	-	-	<b>6</b>
4 bed flats	-	6	-	-	-	-	<b>6</b>
6 bed flats	-	1	-	-	-	-	<b>1</b>
1 bed houses	16	20	-	1	-	-	<b>37</b>
2 bed houses	276	201	-	215	-	-	<b>692</b>
3 bed houses	300	373	-	200	-	-	<b>873</b>
4 bed houses	39	50	-	4	-	-	<b>93</b>
5 bed houses	1	4	-	-	-	-	<b>5</b>
1 bed bungalows	2	1	-	-	-	-	<b>3</b>
2 bed bungalows	8	23	2	2	-	-	<b>35</b>

Property Type	Affordable Rent	General Needs	Supported	Shared Ownership	Key worker	Intermediate Rent	Total
<b>Total</b>	<b>1,063</b>	<b>967</b>	<b>32</b>	<b>510</b>	<b>8</b>	<b>23</b>	<b>2,603</b>

## Assumptions: Rented Properties

The following table provides a summary of the assumptions made in our rented valuations:

Assumption	EUV-SH	MV-T
Rental income growth - houses (Year 1)	1.0% - 2.0%	16.5% - 23.0%
Rental income growth - flats (Year 1)	1.0% - 2.0%	9.6% - 23.3%
Sales rate (houses)	N/A	3.5% - 25.0%
Sales rate (flats)	N/A	4.0% - 25.0%
Bad debts and voids (Year 1)	2.0% - 2.5%	8.0%
Management costs	£650	10.0% of Gross Income
Management cost growth inflator	0.5%	N/A
Total repairs costs (Year 1)	£1,350 - £1,510	£3,200 - £3,250
Repair cost growth inflator	1.0%	1.0%
Discount rate (income)	5.5% - 6.0%	7.0% - 7.5%
Discount rate (sales)	N/A	9.0% - 9.5%

## Assumptions: Shared Ownership

The following table provides a summary of the assumptions made in our shared ownership valuation:

Assumption	EUV-SH
Discount rate (income)	4.25%
Discount rate (sales)	7.75%
Management Costs	5.0% of Gross Income
Sales rate (yrs. 0-2)	15 tranche sales p.a.
Sales rate (yrs. 3-10)	25 tranche sales p.a.
Sales rate (yrs. 11-35)	15 tranche sales p.a.
Sales rate (yrs. 36-50)	10 tranche sales p.a.
Rental growth (all years)	0.5%

**This summary should be read in conjunction with the remainder of the valuation Report and must not be relied upon in isolation.**

# 1 Introduction

---

## 1.1 Background

Jones Lang LaSalle Limited (“JLL”) has been instructed to prepare a valuation of 2,247 properties owned by Stonewater Limited, 319 properties owned by Stonewater (2) Limited and 62 properties owned by Stonewater (5) Limited (each a “Chargor” and, together, the “Chargors”) (together, the “Portfolio”).

## 1.2 Compliance

Our valuations have been prepared in accordance with the current RICS Valuation – Global Standards, incorporating the IVS, effective from 31 January 2020, and the RICS Valuation – Global Standards – UK National Supplement, effective from 14 January 2019, published by the Royal Institution of Chartered Surveyors (commonly known as the “Red Book”).

Our valuations may be subject to monitoring by the RICS and have been undertaken by currently Registered RICS Valuers.

This Report has been prepared by Julia Lodge MRICS (Valuer Number: #6486516) under the supervision of Marc Burns, a Director of JLL, and countersigned by Richard Petty FRICS (Valuer Number: #0089005), Head of Affordable Housing at JLL.

In accordance with PS 2.3 of the Red Book, we confirm that we have sufficient knowledge and skills to undertake this valuation competently.

We can confirm that no conflict of interest has occurred as a result of our production of this Report.

The effective date of valuation is 26 July 2021.

For the avoidance of doubt, we confirm that it would not be appropriate or possible to compare this valuation with any values appearing in the Chargors' accounts. This Report has been prepared in accordance with the Red Book. The valuations are prepared on this basis so that we can determine the value recoverable if the charges over the properties were enforced at the date of this Report. We understand that values given in the Chargors' accounts are prepared on an historic cost basis which considers how much the properties have cost and will continue to cost the relevant Chargor. This is an entirely different basis of valuation from that used for loan security purposes.

This valuation qualifies as a Regulated Purpose Valuation (“RPV”) as defined by the Red Book. A RPV is a valuation which is intended for the information of third parties in addition to the Addressees. It is a requirement of UKVS 4.3 of the Red Book in relation to disclosures that we declare our prior involvement with the Chargors, or the properties being valued, to ensure that there is no conflict of interest.

We confirm that the total fee income earned from the Chargors is substantially less than 5% of the fee income earned by JLL in our last financial year (ending 31 December 2020) and that we do not anticipate this situation changing in the foreseeable future.

### 1.3 Instructions

Our Report is prepared in accordance with the Chargors' formal instructions.

We have been instructed to prepare our valuations on the following bases:

- Existing Use Value for Social Housing (“EUV-SH”); and
- Market Value subject to existing Tenancies (“MV-T”).

Please note that the properties that have been valued on the basis of MV-T have also been valued on the basis of EUV-SH, for information purposes only.

### 1.4 Status of Valuer

In preparing this Report, we confirm that JLL is acting as an external valuer as defined in the Red Book. We can also confirm that we consider ourselves to be independent for the purposes of this instruction.

In accordance with RICS guidance, and our own rotation policy, we recommend that a rotation of overall responsibility within JLL is considered no later than the end of 2026.

### 1.5 Outbreak of Novel Coronavirus (COVID – 19)

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a “Global Pandemic” on the 11th March 2020, has and continues to impact many aspects of daily life and the global economy – with real estate markets having experienced lower levels of transactional activity and liquidity. Travel restrictions have been implemented by many countries and “lockdowns” applied to varying degrees. Whilst restrictions have now been lifted in some cases, local lockdowns may continue to be deployed as necessary and the emergence of significant further outbreaks or a “second wave” is possible.

The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally. Nevertheless, as at the valuation date some property markets have started to function again, with transaction volumes and other relevant evidence returning to levels where an adequate quantum of market evidence exists upon which to base opinions of value. Accordingly, and for the avoidance of doubt, our valuation is not reported as being subject to ‘material valuation uncertainty’ as defined by VPS3 and VPGA 10 of the RICS Valuation, Global Standards.

### 1.6 The Stock Rationalisation Market – EUV-SH Transactions

As you will be aware, an active market exists for the sale of tenanted stock between RPs. This can be driven by strategic decisions about the type and location of accommodation that RPs wish to provide, and the viability of investing in properties to bring them up to the required standards.

Where competition is generated, a market has emerged in which RPs bid against one another on price. The resulting values, even though presented on an EUV-SH basis, tend to be in excess of base EUV-SH values that might be expected for balance sheet or loan security purposes.

Although this may appear hard to justify, the underlying rationale is as follows:

- the bidding price is still much less than the cost of development;

- the marginal cost of taking additional units into management, in an area where the acquiring RP already has stock, justifies a financial model based on relatively low costs for management, repairs and maintenance;
- the judgement of all-round risk formed by the acquiring RP, as reflected in the discount rate, is often lower (and the rate therefore keener) than would be acceptable to either a funder or an auditor in a balance sheet context;
- the price is worth paying to achieve strategic objectives around increasing a presence in a particular area or market; and/or
- the price may be supported by future void sales and/or changes of tenure (for example, from Social Rent to Affordable Rent).

## 1.7 Deregulatory Measures

A package of deregulatory measures for which the primary legislation was the Housing & Planning Act 2016 came into force on 6 April 2017. These are very significant for the UK social housing sector, as they give RPs greater freedom in terms of commercial decision making than they have ever previously enjoyed in terms of the reduced ability of the regulator to prevent asset management actions.

The deregulatory measures introduced give RPs the freedom to dispose of assets without the regulator's consent, either with or without tenants in place. Disposals include the grant of leases and the creation of charges when assets are pledged as security for loan security purposes.

There are already early signs that these measures are having an effect on RPs' thinking, and on their business plans, as they begin to adopt a more commercial approach to asset management as one of the tools at their disposal to respond to the greater financial pressures and expectations upon them. For example, through our day to day work, we are beginning to see more analytical requirements in terms of asset management decisions, around investment, remodelling and sale; and an element of sales being built into some stock rationalisation bids.

To be clear this does not mean that RPs are in any way sacrificing their fundamental social ethos. Rather, it is a recognition that, as for any charitable organisation, making best use of its assets to enable it to meet its charitable objectives is an obligation rather than an option; and that commercial behaviour is not at all incompatible with a strong social ethos, within a framework of strong governance.

As mentioned, some RPs are steadily starting to build in an element of void sales into some stock rationalisation bids, however in accordance with our instructions, we have not considered or built in any rate for sales of void properties within our EUV-SH valuations.

## 2 Methodology

---

### 2.1 Valuation Model

We have undertaken our valuation of the Portfolio using fully explicit discounted cashflow models, over a 50-year period, with the net income in the final year capitalised into perpetuity.

For the purposes of our valuation, we have split this Portfolio by tenure in order to reflect the different risks and opportunities associated with each business stream. We have further split the Portfolio geographically by region to reflect the different markets in which the properties are located and the associated risks and opportunities.

In accordance with section 1.6, whilst we recognise that there is a growing active market for the sale of tenanted stock between RPs, we have not split the Portfolio into 'lots' to reflect this and have, in accordance with our instructions, valued the properties as a single portfolio.

Against the income receivable for each Portfolio, we have made allowances for voids and bad debts; the costs of management and administration; major repairs; cyclical maintenance; day-to-day repairs; and for future staircasing (where applicable). We have assumed an appropriate level of future growth in these costs (expenditure inflation).

We have then discounted the resulting net income stream at an appropriate rate which reflects our judgement of the overall level of risk associated with the long-term income. A more detailed explanation of the discount rate is included in section 4.

### 2.2 Information Provided

The principal source of background data for the Portfolio has been the rent roll for each property provided by the relevant Chargor. This detailed the number and type of units, the rent payable, tenancy type, and equity retained by the association (where applicable).

This information was supplemented with our market research and other data we have gathered from similar instructions undertaken recently and involving comparable stock. From these sources we have collated information on the following:

- rents;
- bad debts, voids and arrears;
- cost of maintenance and repairs; and
- management and administration expenses.

A location plan of the Portfolio is provided as Appendix 2.

### 2.3 Inspections

In accordance with our instructions, we have inspected all schemes externally. Our inspections were carried out between 26 April 2021 and 21 May 2021.

A representative selection of photographs is provided as Appendix 3.

## 2.4 Market Research

In arriving at our valuation, we have undertaken a comprehensive programme of research to supplement our knowledge and understanding of the properties. This has included:

- researching local vacant possession values through conversations with local estate agents together with internet research and using RightmovePlus, a bespoke tool for comparable evidence;
- examining local benchmark affordable rents and comparing these with the Chargors' rents; and
- analysing data provided by the Chargors.

### 3 General Commentary

Schedules summarising the following data for each property within the Portfolio form Appendix 1 of this Report:

- address;
- unit type;
- title number; and
- tenure.

#### 3.1 Locations

The properties within the Portfolio are located across England as shown in the table below:

Counties	Affordable Rent	General Needs	Supported	Shared Ownership	Key worker	Intermediate Rent	Total
Berkshire	10	73	5	20	-	-	108
Buckinghamshire	47	15	-	17	-	-	79
Cambridgeshire	-	4	-	-	-	-	4
Dorset	-	10	-	-	-	-	10
East Sussex	80	23	-	46	-	-	149
Gloucestershire	58	4	-	10	-	-	72
Greater London	1	38	-	9	-	-	48
Hampshire	1	-	-	-	-	-	1
Hereford & Worcs.	121	25	-	67	8	-	221
Hertfordshire	-	39	-	-	-	-	39
Leicestershire	18	10	-	4	-	-	32
North Yorkshire	92	26	-	38	-	-	156
Nottinghamshire	20	42	-	14	-	-	76
Oxfordshire	10	8	-	10	-	-	28
Somerset	215	2	20	90	-	-	327
Warwickshire	187	40	7	79	-	-	313
West Midlands	59	33	-	22	-	12	126
West Sussex	5	379	-	-	-	-	384
West Yorkshire	88	10	-	55	-	11	164
Wiltshire	-	22	-	2	-	-	24
<b>Total</b>	<b>1,063</b>	<b>967</b>	<b>32</b>	<b>510</b>	<b>8</b>	<b>23</b>	<b>2,603</b>



A location plan of the Portfolio is provided at Appendix 2.

### 3.2 Property Types

The following table summarises the different property types within the Portfolio:

Property Type	Affordable Rent	General Needs	Supported	Shared Ownership	Key worker	Intermediate Rent	Total
Rooms	-	2	14	-	-	-	16
1 bed flats	196	145	14	20	8	-	383
2 bed flats	224	136	2	68	-	23	453
3 bed flats	1	5	-	-	-	-	6
4 bed flats	-	6	-	-	-	-	6
6 bed flats	-	1	-	-	-	-	1
1 bed houses	16	20	-	1	-	-	37
2 bed houses	276	201	-	215	-	-	692
3 bed houses	300	373	-	200	-	-	873
4 bed houses	39	50	-	4	-	-	93
5 bed houses	1	4	-	-	-	-	5
1 bed bungalows	2	1	-	-	-	-	3
2 bed bungalows	8	23	2	2	-	-	35
<b>Total</b>	<b>1,063</b>	<b>967</b>	<b>32</b>	<b>510</b>	<b>8</b>	<b>23</b>	<b>2,603</b>

### 3.3 Condition

We have not carried out a condition survey, this being outside the scope of our instructions.

The properties within the Portfolio are a mixture of ages as shown in the table below:

Age	House	Flat	Bungalow	Room	Total
Pre-1919	4	50	-	-	54
1920-1949	4	-	-	-	4
1950-1979	36	13	4	-	53
1980s	165	70	5	-	240
1990s	33	-	2	3	38
2000s	164	99	15	-	278
Post 2010	1,294	617	12	13	1,936

Age	House	Flat	Bungalow	Room	Total
<b>Total</b>	<b>1,700</b>	<b>849</b>	<b>38</b>	<b>16</b>	<b>2,603</b>

The property ages and construction methodology have been factored into the assumptions we have made regarding voids, discount rates and repairs and maintenance.

Based on our inspections, we are satisfied that the properties we inspected internally, are being maintained to an acceptable social housing standard, in line with RSH regulatory requirements and commensurate with the likely demands of the target tenant group.

Overall, we have assumed that each property has a useful economic life of at least 50 years provided that the properties continue to be properly maintained in the future.

### 3.4 Fire Safety

Our valuations have been provided in accordance with the RICS' Guidance Note: "*Valuation of properties in multi-storey, multi-occupancy residential buildings with cladding, 1st Edition March 2021*" (the 'Guidance Note'), effective from 5 April 2021.

The purpose of the Guidance Note is to help valuers undertaking valuations of domestic residential blocks of flats in the UK for secure lending purposes. It sets out criteria for buildings of different heights that can be used to identify where possible remediation work to cladding for fire safety purposes is likely to be required and may materially affect the value of the property.

From our inspections, and enquiries with the Original Borrowers, we understand that there are no blocks of six storeys/18m or above in the portfolio nor any other blocks where we have deemed it necessary to query the construction of the external wall system and whether potentially combustible cladding or timber balconies are present.

## 4 Valuation Commentary – Rented Stock

### 4.1 Introduction

There are 2,093 rented properties in the Portfolio. The rented properties within the Portfolio are a mixture of general needs, Affordable Rent and sheltered social housing properties.

### 4.2 Tenancies

The majority of the properties (1,992) are let on assured tenancies. We have assumed that these are ‘standard’ assured tenancies although we have not seen example tenancy agreements. The remaining 101 units are let on secure tenancies.

### 4.3 Rental Income

The following table summarises the total income that the Chargors receive from the Portfolio annually:

Business Stream	Units	Annual Income	Average Rent
Affordable Rent	1,063	£7,982,257	£144.41
General Needs	967	£5,103,911	£101.50
Supported	32	£162,309	£97.54
Key worker	8	£52,140	£125.34
Intermediate Rent	23	£197,040	£164.75
<b>Total</b>	<b>2,093</b>	<b>£13,497,657</b>	<b>£124.02</b>

The Statistical Data Return (“SDR”) is an annual online survey completed by all private RPs of social housing in England. The latest return for 2019/20 provides the average social rents charged by all RPs for general needs and sheltered/supported properties. The following table compares the Chargors' average rents with the average sector rents in the same localities:

Size	Average Sector Rent - General Needs	Stonewater General Needs	Average Sector Rent - Sheltered & Supported	Stonewater Sheltered & Supported
0 bedroom	£66.87	£72.20	£133.27	£96.25
1 bedroom	£81.38	£84.08	£103.19	£95.59
2 bedroom	£95.90	£99.36	£110.83	£108.91
3 bedroom	£105.09	£107.81	-	-
4 bedroom	£117.16	£121.85	-	-
5 bedroom	£137.85	£146.88	-	-
<b>Average</b>	<b>£98.35</b>	<b>£101.49</b>	<b>£117.31</b>	<b>£97.54</b>

According to the Valuation Office Agency, LHA is set at the 30th centile point between what in the local Rent Officer's opinion are the highest and lowest non-exceptional rents in a given Broad Rental Market Area. This analysis looks at local properties and differentiates by bedroom number but not by property type (i.e. houses and flats). These statistics are used as a reference for housing benefit and are a good indication of rent levels which are affordable in a given area.

The following table sets out a comparison of the Chargers' average rents with the average LHA in the Portfolio and also our opinion of Market Rents for comparable properties in the same areas (rents are shown on the basis of 52 weeks).

Property Type	Average Passing Rent	Average LHA	Average Market Rents	% of LHA	% of Market Rent
Affordable Rent	£144.41	£165.52	£200.24	87.2%	72.1%
General Needs	£101.50	£156.93	£178.04	64.7%	57.0%
Supported	£97.54	£157.65	£130.94	61.9%	74.5%
Key worker	£125.34	£136.93	£160.00	91.5%	78.3%
Intermediate Rent	£164.75	£178.10	£192.17	92.5%	85.7%

We are unable to verify the accuracy of the rent roll provided to us by the Chargers.

#### 4.4 Affordability

In addition, we have looked at the passing rents as a proportion of local net weekly earnings as reported by the Office of National Statistics in its 2020 Annual Survey of Hours and Earnings. The results for each region are shown in the table below and, in our opinion, demonstrate that the rents being charged by the Chargers are affordable.

Region	Average Weekly Earnings	General Needs	As %age	Affordable Rent	As %age	Sheltered & Supported	As %age
Yorkshire and the Humber	£402.64	£104.02	25.8%	£111.18	27.6%	-	-
East Midlands	£412.22	£96.86	23.5%	£120.12	29.1%	-	-
West Midlands	£420.52	£96.77	23.0%	£122.53	29.1%	-	-
East of England	£461.73	£111.55	24.2%	£167.11	36.2%	£103.44	22.4%
Greater London	£546.18	-	-	£223.25	40.9%	-	-
South East	£476.14	£125.60	26.4%	£158.35	33.3%	£99.83	21.0%
South West	£407.26	£101.72	25.0%	£133.29	32.7%	£86.78	21.3%

## 4.5 EUV-SH Rental Growth

We have modelled rental growth of CPI plus 1-2% in the first two years of our EUV-SH valuation models, and rental growth of CPI plus 1% into perpetuity.

## 4.6 MV-T Rental Growth

Passing rents are currently below market levels, resulting in good prospects for future rental growth when considering the market value of the Portfolio.

We have assumed that it will take between 2 and 4 years for assured rents to increase to market levels and thereafter for rents to rise at 1% (real) per annum. In making our assumptions regarding the number of years and annual increases, we have had regard to typical gross and net yields on private residential portfolios of a similar age profile and in comparable locations.

The average increases we have modelled per year for houses and flats in each of our valuations range from 9.6% to 23.3%.

## 4.7 Relet Rates

Our EUV-SH model allows for a rate at which secure tenancies are relet as assured tenancies. The annual rates of tenancy turnover experienced by housing associations vary considerably between localities and between different property types. In regard to assured tenancies, national turnover rates are typically within the range of 5.0% to 11.0%, with higher rates of turnover in the North than in the South.

We have adopted rates of 3% (houses) and 5% (flats) and 8% (sheltered) and have assumed that those properties will be relet at the prevailing average target rent. In addition, we have included an allowance for incidental voids as outlined in section 4.11.

## 4.8 Sales Rates

In accordance with section 1.7, we have not included the sale of any void units under the deregulatory measures introduced by the Housing and Planning Act 2016 in any of our EUV-SH valuations.

In our MV-T cashflows we have assumed that some of the units which become void are sold on the open market. In establishing the sales rates, we have had regard to Land Registry's information on the number of sales and average prices over the past 12 months.

The average sales rates we have applied per annum for houses and flats are shown in the table below:

Valuation Category	Annual Sales (Houses)	Annual Sales (Flats)
Affordable Rent Unrestricted	5.0% - 25.0%	5.0% - 20.0%
General Needs Unrestricted	3.5% - 25.0%	4.0% - 20.0%
Supported Unrestricted	25.0%	25.0%
Intermediate Rent Unrestricted	-	20.0%

This equates to 26 flat sales and 45 house sales in the first year and 941 sales in total over 50 years. This, in our view, is a sustainable level of sales which would not adversely impact local house prices or marketability.

## 4.9 Right to Buy

We anticipate that the tenants of some of the properties within the portfolio may have either the Right to Buy (“RTB”) or the Right to Acquire (“RTA”). The National Housing Federation (“NHF”) put an offer to Government in September 2015 in which it proposed the implementation of an extended RTB on a voluntary basis. The Voluntary Right to Buy (“VRtB”) was described as a compromise with a view to securing the independence of housing associations and the best deal on compensation (for discounts) and flexibilities (the ability to refuse the VRtB in relation to certain properties).

The Government has funded two regional pilot schemes of VRtB for housing association tenants. The initial pilot scheme in 2016, involved five housing associations and was expected to offer 3,000 tenants the ability to buy their own home. A second pilot scheme across the Midlands ran for a period of two years from August 2018, aimed at testing two aspects of the voluntary agreement that the initial pilot scheme did not cover, namely:

- one-for-one replacement; and
- portability of discounts.

A full evaluation of the second pilot was published in February 2021. There were 44 housing associations involved in the pilot, resulting in a total of 1,892 homes being sold or sales in the final stages of completion by 30 April 2020. Data on the construction of replacement homes will be updated on an annual basis.

The Government will now evaluate new pilot areas and announce more details in due course.

The wider terms of the overall extension of RTB and therefore any consideration of the impact of RTB or RTA on valuations would be speculative. We consider it imprudent to reflect additional value from capital receipts and we have therefore assumed that neither RTB nor RTA will be available to exercise at the date of valuation.

## 4.10 Outgoings

In forming our opinion of the net rental income generated by the Portfolio, we have considered the following outgoings:

- bad debts, voids and arrears;
- cost of maintenance and repairs; and
- management and administration expenses.

We emphasise that, under the definitions of the bases of valuation we have been instructed to adopt, we are not valuing either Chargor’s stewardship of the stock, rather we are assessing what a hypothetical purchaser in the market would pay for the stock, based on the market’s judgement of the capabilities of the Portfolio.

The assumptions we have made in our appraisal reflect our opinion of the view the market would adopt on the future performance of the Portfolio. In forming our opinion, we have had regard to other recent valuations we have undertaken of comparable stock.

## 4.11 Bad Debts and Voids

We have incorporated into our valuations the potential for future voids and bad debts. Any loss of income for both void properties and bad debts is reflected in a deduction made from the gross rental income.

The rates applied take into consideration the figures in the 2020 Global Accounts data provided by the Regulator of Social Housing and are similar to allowances used by other RPs providing a management and maintenance service in the areas where the properties are situated.

The 2020 Global Accounts data shows that across the whole affordable housing sector, RPs have lost approximately 0.70% of their gross income through bad debts and 1.38% through void losses. Both of these figures reflect a slight increase from the 2019 data but lower than the previous two years.

In our MV-T valuations we are assuming greater increases in rents than a social landlord would impose. In our opinion, these rent increases would inevitably be reflected in a higher level of voids and bad debts than would otherwise be the case. The associated risk has been factored into our MV-T discount rate.

The rates we have adopted for bad debts and voids as a percentage of gross income for each of our EUV-SH and MV-T valuations are summarised in the table below:

Valuation Category	Bad debts & voids Year 1 (EUV-SH)	Bad debts & voids Year 1 (MV-T)
Affordable Rent Restricted	2.5%	-
Affordable Rent Unrestricted	2.5%	8.0%
General Needs Restricted	2.0%	-
General Needs Unrestricted	2.0%	8.0%
Intermediate Rent Restricted	2.5%	-
Intermediate Rent Unrestricted	2.5%	8.0%
Key worker Restricted	2.5%	-
Supported Restricted	2.5%	-
Supported Unrestricted	2.5%	8.0%

## 4.12 Management Costs

We have adopted rates for management and administration based on our experience of other RPs operating in similar areas to the Chargors. Our rates are subject to an annual inflator of 0.5% (real) for the duration of the cashflow reflecting long-term earnings, growth predictions and potential management savings.

From the information provided in the 2020 Global Accounts, the average cost of management across the sector is £1,068 per unit and the average management cost per unit for the Chargors is £2,363 per annum.

In arriving at our opinion of value, we are assessing what a hypothetical purchaser in the market would pay for the properties, and in our experience, bids are likely to reflect a marginal approach to management costs. That is, the incremental cost to the organisation of managing the acquired stock is likely to be significantly less than the

organisation's overall unit cost. Furthermore, a growth in stock numbers could give rise to potential economies of scale, rationalisation of services and other efficiencies which would reduce unit costs.

Taking the above into account, we have adopted rates of £650 per unit for management and administration in our valuations on the basis of EUV-SH.

We have assumed that a mortgagee in possession would expect to spend 10% of rental income on management and administration in our valuations on the basis of MV-T.

### 4.13 Repairs and Maintenance

Although the majority of the properties are generally in a reasonable or good condition, renewal, day-to-day and cyclical maintenance will be required to keep the stock in its present condition.

From the information provided in the 2020 Global Accounts, the total average cost of carrying out major repairs, planned and routine maintenance across the sector is £2,041 per unit and the average maintenance cost per unit for the Chargers is £1,764 per annum. This Global Accounts average figure is an increase of 6.7% on that reported in the 2019 Edition.

The above figures are broad averages; costs will vary according to a property's age, type, size and form of construction. In particular, the profile of expenditure will be different for a newly built property compared to an older property. The former should only require modest routine maintenance over the first 5 to 10 years of its life, with major repairs only arising from years 15 to 20. Hence there is a low-start cost profile, rising steeply in the medium term, whilst an older property is likely to have a flatter profile with a higher starting point.

In accordance with section 3.3 we have had due consideration to the age and construction type for each of the tenure types in our valuations.

The following table sets out the average cost assumptions we have made in the first year of our EUV-SH cashflows. All of our appraisals assume that these costs will inflate at 1.0% (real) per annum.

Category of Expenditure	Period	Rented Properties
Major repairs and renewals	Year 1	£925
Cyclical repairs	Year 1	£325
Day-to-day repairs	Year 1	£376
<b>Total Average Costs</b>	<b>Year 1</b>	<b>£1,626</b>

We have adopted higher costs for major repairs in the first 2 years of our MV-T valuations as some of the properties will require refurbishment and redecoration in order to attract buyers or to be let in the private residential market. After this initial period, our costs settle to a lower level similar to the costs used in our EUV-SH valuation.

### 4.14 Discount Rate

Our cashflow valuations are based on constant prices and therefore explicitly exclude inflation. The chosen discount rate reflects our judgement of the economic conditions at the time of the valuation and the level of risk



involved in each cashflow, taking all factors and assumptions into account. To determine the risk involved we have looked at:

- the sustainability of the existing rental income;
- the likely rate of future rental growth;
- the condition of the Portfolio;
- the level of outgoings required to maintain the maximum income stream;
- the likely performance of the Portfolio in relation to its profile and location;
- the real cost of borrowing; and
- the long-term cost of borrowing.

For our EUV-SH valuations of the rented properties we have adopted real discount rates of between 5.5% and 6.0% on net rental income.

In our MV-T model we have adopted a higher rate on rental income to reflect additional risk resulting from the significant rental growth that we have assumed during the first 2 to 4 years. In addition, we have adopted a higher rate on income from sales to reflect the additional premium on the yield which an investor would expect from a sales income stream.

We have adopted real discount rates of between 7.0% and 7.5% (rental income), and between 9.0% and 9.5% (sales) for our MV-T cashflows.

## 5 Valuation Commentary - Shared Ownership

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### 5.1 Introduction

There are 510 shared ownership properties within the Portfolio. The Chargors currently owns 55.14% of the equity in the units and a rent is charged on this percentage.

### 5.2 Rental Levels

According to the information provided by the Chargors, the average gross weekly rental level is £64.90 against the average retained equity. All rents are expressed on the basis of 52 rent weeks per year.

We have not included the value of any current or future ground rent income in our valuations.

### 5.3 Rental Growth

The RSH's restriction on future rental growth through section 2.4.5 of the Capital Funding Guide allows a maximum of 0.5% real growth per annum only. The imposition of this formula effectively constrains the net present value of the cashflow to the basis of EUV-SH.

It should also be noted that although, in general, rents in the sector will be linked to CPI, the rents for shared ownership properties will grow as set out in the signed leases for each property. We have not had sight of these leases and assume that they have the standard rent review provisions (upwards only, indexed linked at RPI plus 0.5%) set out in the model shared ownership lease, published by the National Housing Federation.

We have grown rents at a rate of RPI plus 0.5% in line with this guidance and the terms of the existing leases.

### 5.4 Outgoings

In forming an opinion of the net rental income generated by the Portfolio, we have allowed 5.0% of gross rental income for management.

### 5.5 Voids and Bad Debts

We understand that all of the properties are now let and so we would not expect any voids going forward. We have allowed for the incidence of bad debts in the discount rate.

### 5.6 Repairs and Maintenance

We have assumed any repair obligations will lie with the leaseholders. We would expect that repair/renewal, day-to-day and cyclical maintenance would be required to keep the stock in its present condition. However, we have assumed that, where appropriate, service charge income fully covers expenditure.

### 5.7 Discount Rate

For our EUV-SH valuation we have adopted a discount rate of 4.25% on the rental income and 7.75% on sales.

## 5.8 Rate of Sales

We have adopted what we would expect to be a long-term sustainable rate of sales of further tranches over the 50 years of our cashflow model. We have assumed that equity is sold in 25% tranches.

The rates we have adopted in our cashflow are as follows:

Years	Tranche Sales p.a.
Sales rate (yrs. 0-2)	15
Sales rate (yrs. 3-10)	25
Sales rate (yrs. 11-35)	15
Sales rate (yrs. 36-50)	10

It is difficult to judge when tenants will purchase additional tranches so the income from sales proceeds has been discounted at a higher rate, in line with section 5.7, to reflect the additional risk of realising the value. However, it should be noted that in our valuation, the majority of the value (circa 64.7%) is attributed to the rental income.

## 6 Valuation

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### 6.1 Background

We have prepared our valuations on the following bases:

- Existing Use Value for Social Housing (“EUV-SH”); and
- Market Value subject to existing Tenancies (“MV-T”).

Our valuations have been prepared in accordance with the RICS Red Book.

Apportionments of the valuations have been calculated as arithmetic apportionments and are included in the schedules at Appendix 1. This is a portfolio valuation, and no valuation of individual properties has been performed.

In forming our opinion of the value of the Portfolio as a whole, we have neither applied a discount for quantum nor added a premium to reflect break-up potential.

The definitions of the bases of valuation are set out in full in section 7 of this Report.

### 6.2 Asset Value for Loan Security Purposes

Our valuation of all 1,231 properties owned by Stonewater being valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£121,310,000**

**(one hundred and twenty one million, three hundred and ten thousand pounds)**

Our valuation of all 992 properties owned by Stonewater being valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£117,610,000**

**(one hundred and seventeen million, six hundred and ten thousand pounds)**

Our valuation of all 156 properties owned by Stonewater 2 being valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£13,150,000**

**(thirteen million, one hundred and fifty thousand pounds)**

Our valuation of all 162 properties owned by Stonewater 2 being valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£22,370,000**

**(twenty two million, three hundred and seventy thousand pounds)**

Our valuation of all 18 properties owned by Stonewater 5 being valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£1,310,000**  
**(one million, three hundred and ten thousand pounds)**

Our valuation of all 44 properties owned by Stonewater 5 being valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£4,950,000**  
**(four million, nine hundred and fifty thousand pounds)**

### **Freehold Properties**

Our valuation of the 1,188 freehold properties owned by Stonewater that have been valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£117,200,000**  
**(one hundred and seventeen million, two hundred thousand pounds)**

Our valuation of the 973 freehold properties owned by Stonewater that have been valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£114,980,000**  
**(one hundred and fourteen million, nine hundred and eighty thousand pounds)**

Our valuation of the 156 freehold properties owned by Stonewater 2 that have been valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£13,150,000**  
**(thirteen million, one hundred and fifty thousand pounds)**

Our valuation of the 154 freehold properties owned by Stonewater 2 that have been valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£21,610,000**  
**(twenty one million, six hundred and ten thousand pounds)**

Our valuation of the 18 freehold properties owned by Stonewater 5 that have been valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£1,310,000**  
**(one million, three hundred and ten thousand pounds)**

Our valuation of the 44 freehold properties owned by Stonewater 5 that have been valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£4,950,000**  
**(four million, nine hundred and fifty thousand pounds)**

### **Leasehold Properties**

Our valuation of the 43 leasehold properties owned by Stonewater that have been valued on the basis of EUV-SH, in aggregate as at the date of valuation, is:

**£4,110,000**  
**(four million, one hundred and ten thousand pounds)**

Our valuation of the 19 leasehold properties owned by Stonewater that have been valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£2,640,000**  
**(two million, six hundred and forty thousand pounds)**

Our valuation of the 8 leasehold properties owned by Stonewater 2 that have been valued on the basis of MV-T, in aggregate as at the date of valuation, is:

**£760,000**  
**(seven hundred and sixty thousand pounds)**

### 6.3 Asset Value by Tenure

Our valuation of each individual tenure is shown in the following table:

Category	Unit Count	Basis of Value	EUV-SH	MV-T
Affordable Rent Restricted	623	EUV-SH	£71,020,000	-
Affordable Rent Unrestricted	440	MV-T	£44,260,000	£62,230,000
General Needs Restricted	235	EUV-SH	£17,620,000	-
General Needs Unrestricted	732	MV-T	£49,680,000	£79,190,000
Intermediate Rent Restricted	12	EUV-SH	£1,440,000	-
Intermediate Rent Unrestricted	11	MV-T	£1,580,000	£1,730,000
Key worker Restricted	8	EUV-SH	£690,000	-
Supported Restricted	17	EUV-SH	£990,000	-
Supported Unrestricted	15	MV-T	£970,000	£1,790,000
Shared Ownership	510	EUV-SH	£44,010,000	-
<b>Total</b>	<b>2,603</b>		<b>£232,260,000</b>	<b>£144,940,000</b>

## 7 Bases of Valuation

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Our valuations have been prepared in accordance with the RICS Red Book.

### 7.1 Existing Use Value for Social Housing

The basis of Existing Use Value for Social Housing is defined in UK VPGA 7 of the RICS Valuation Global Standards UK National Supplement as follows:

*“Existing use value for social housing (EUV-SH) is an opinion of the best price at which the sale of an interest in a property would have been completed unconditionally for a cash consideration on the valuation date, assuming:*

- *a willing seller;*
- *that prior to the valuation date there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;*
- *that the state of the market, level of values and other circumstances were on any earlier assumed date of exchange of contracts, the same as on the date of valuation;*
- *that no account is taken of any additional bid by a prospective purchaser with a special interest;*
- *that both parties to the transaction had acted knowledgeably, prudently and without compulsion;*
- *that the property will continue to be let by a body pursuant to delivery of a service for the existing use;*
- *the vendor would only be able to dispose of the property to organisations intending to manage their housing stock in accordance with the regulatory body’s requirements;*
- *that properties temporarily vacant pending re-letting should be valued, if there is a letting demand, on the basis that the prospective purchaser intends to re-let them, rather than with vacant possession; and*
- *that any subsequent sale would be subject to all the same assumptions above.”*

### 7.2 Market Value

The basis of Market Value is defined in VPS 4.4 of the Red Book as follows:

*“The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”*

Market Value subject to Tenancies is in accordance with the above definition, with the addition of the point below:

*“That the properties would be subject to any secure or assured tenancies that may prevail, together with any other conditions or restrictions to which property may be subject.”*

### 7.3 Expenses

No allowance is made in our valuations for any expenses of realisation.



## **7.4 Tax**

No allowance is made in our valuations for any liability for payment of Corporation Tax, or for any liability for Capital Gains Tax, whether existing or which may arise in the future.

The transfer of properties between RPs is exempt from Stamp Duty Land Tax (“SDLT”). Our MV-T valuations include fees of 3.0% on individual unit sales, however we have not included SDLT or other costs of acquisition within our valuation.

## **7.5 VAT**

Our valuations are exclusive of VAT on disposal.

## 8 Sources of Verification of Information

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### 8.1 General

We have relied upon the description, tenancy type and current rental income provided to us by the Chargors and we have been unable to verify the accuracy of that data.

### 8.2 Tenure

Unless otherwise stated in this Report, the Chargors hold a freehold interest or long leasehold interest with not less than 80 years unexpired in respect of its properties. We confirm that there will be no material difference in the MV-T and EUV-SH cashflow valuations between these two holding interests.

### 8.3 Title

We have reviewed the certificate of title prepared by Devonshires Solicitors LLP (the “Certificate”) and can confirm that our valuations fully reflect the disclosures contained therein.

In respect of each property that we have valued on the basis of MV-T we confirm that we have reviewed the Certificate and confirm that each such property can be disposed of on an unfettered basis (subject only to existing tenancies disclosed in the Certificate but not subject to any security interest, option of other encumbrance or to any restriction preventing or restricting its sale to or use by any person for residential use).

### 8.4 Nomination Agreements

Our valuations are prepared on the basis that there are no nomination agreements. If any nomination rights are found to be in existence, they are assumed not to be binding on a mortgagee in possession unless otherwise stated in this Report

### 8.5 Measurements/Floor Areas

We have not measured the properties, this being outside the scope of a valuation of a portfolio of this nature, unless otherwise stated in this Report.

However, where measurements have been undertaken, we have adhered to the RICS Code of Measuring Practice, 6th edition, except where we specifically state that we have relied on another source. The areas adopted are purely for the purpose of assisting us in forming an opinion of capital value. They should not be relied upon for other purposes nor used by other parties without our written authorisation.

Where floor areas have been provided to us, we have relied upon these and have assumed that they have been properly measured in accordance with the Code of Measuring Practice referred to above.

### 8.6 Structural Surveys

Unless expressly instructed, we do not carry out a structural survey, nor do we test the services and we, therefore, do not give any assurance that any property is free from defect. We seek to reflect in our valuations any readily apparent defects or items of disrepair, which we note during our inspection, or costs of repair which are brought to

our attention. Otherwise, we assume that each building is structurally sound and that there are no structural, latent or other material defects.

In our opinion the economic life of each property should exceed 50 years providing the properties are properly maintained.

## **8.7 Deleterious Materials**

We do not normally carry out or commission investigations on site to ascertain whether any building was constructed or altered using deleterious materials or techniques (including, by way of example high alumina cement concrete, woodwool as permanent shuttering, calcium chloride or asbestos). Unless we are otherwise informed, our valuations are on the basis that no such materials or techniques have been used.

## **8.8 Site Conditions**

We do not normally carry out or commission investigations on site in order to determine the suitability of ground conditions and services for the purposes for which they are, or are intended to be, put; nor do we undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are on the basis that these aspects are satisfactory and that, where development is contemplated, no extraordinary expenses, delays or restrictions will be incurred during the construction period due to these matters.

## **8.9 Environmental Contamination**

Unless expressly instructed, we do not carry out or commission site surveys or environmental assessments, or investigate historical records, to establish whether any land or premises are, or have been, contaminated. Therefore, unless advised to the contrary, our valuations are carried out on the basis that properties are not affected by environmental contamination. However, should our site inspection and further reasonable enquiries during the preparation of the valuation lead us to believe that the land is likely to be contaminated we will discuss our concerns with you.

## **8.10 Japanese Knotweed**

Our inspections are for valuation purposes only and carried out on an external and internal sample basis only, therefore we cannot confirm whether invasive vegetation has been or is present on the site, our valuation assumes that none exists within the demise or proximity of any of the properties.

## **8.11 Energy Performance Certificates (EPCs)**

We have not been provided with copies of any Energy Performance Certificates by the Chargors. The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 make it unlawful for landlords in the private rented sector to let properties that have an EPC rating of F or G, from 1 April 2018. The Regulations do not apply to the majority of properties owned by RPs. Based on our inspections and our wider knowledge of energy ratings within the social housing sector, we do not consider this issue to present a material valuation risk.

## 8.12 Market Rental Values

Our assessment of rental values is formed purely for the purposes of assisting in the formation of an opinion of MV-T and is generally on the basis of Market Rent, as defined in the “the Red Book”. Such figures should not be used for any other purpose other than in the context of this valuation.

## 8.13 Insurance

Unless expressly advised to the contrary we assume that appropriate cover is and will continue to be available on commercially acceptable terms.

## 8.14 Planning

We have prepared our valuations on the basis that each property exists in accordance with a valid planning permission.

## 8.15 The Equality Act

From our inspections the properties appear to comply with the requirements of the Equality Act 2010.

## 8.16 Outstanding Debts

In the case of property where construction works are in hand, or have recently been completed, we do not normally make allowance for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, subcontractors or any members of the professional or design team.

## 8.17 Services

We do not normally carry out or commission investigations into the capacity or condition of services. Therefore, we assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

## 8.18 Plans and Maps

All plans and maps included in our Report are strictly for identification purposes only, and, whilst believed to be correct, are not guaranteed and must not form part of any contract. All are published under licence and may include mapping data from Ordnance Survey © Crown Copyright. All rights are reserved.

## 8.19 Compliance with Building Regulations and Statutory Requirements

Our valuations have been provided in accordance with the RICS’ Guidance Note: “*Valuation of properties in multi-storey, multi-occupancy residential buildings with cladding, 1st Edition March 2021*”, effective from 5 April 2021.

Unless otherwise stated in our report none of the properties are of 18m or 6 storeys or more or are subject to any remedial works in the wake of the Grenfell Tower disaster of June 2017. We have therefore assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements.

# Appendix 1

## Property Schedule

Property Schedule  
Housing Association: Stonewater  
Valuer: JLL  
Valuation Date: 26-Jul-21  
Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	2897	Bungalow	2	1 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	Affordable Rent Unrestricted	DT425518	Freehold	MV-T	£95,394	£117,298	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2899	Bungalow	2	2 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	Affordable Rent Unrestricted	DT425518	Freehold	MV-T	£95,449	£117,365	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2901	Flat	1	3 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£68,818	£110,618	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2903	Flat	1	4 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£68,818	£110,618	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2905	Flat	2	5 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£74,630	£119,960	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2907	Flat	2	6 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£74,630	£119,960	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2909	Flat	1	7 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£66,865	£107,478	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2911	Flat	2	8 Harmony Farm View, Heath Green Road, Studland, SWANAGE, Dorset	Dorset	BH19 3BX	General Needs Unrestricted	DT425518	Freehold	MV-T	£68,818	£110,618	S1 - Titles from STO61/103	59	Stonewater Limited
Stonewater Limited	2947	Bungalow	1	1 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£76,556	£123,056	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	2949	Flat	1	2 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£60,909	£97,905	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	2951	Flat	1	3 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£60,909	£97,894	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	2953	Flat	1	4 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£58,140	£93,454	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	2955	Flat	1	5 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£58,140	£93,454	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	2957	Bungalow	2	6 Raglan Close, Woodsford Lane, Moreton, DORCHESTER, Dorset	Dorset	DT2 8AY	General Needs Unrestricted	DT425517	Freehold	MV-T	£73,088	£117,482	S1 - Titles from STO61/103	127	Stonewater Limited
Stonewater Limited	4400	Flat	1	55, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£82,163	£152,319	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4401	Flat	2	56, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£92,473	£171,433	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4402	Flat	1	57, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£82,163	£152,319	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4403	Flat	2	58, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£92,473	£171,433	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4404	Flat	1	59, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£82,163	£152,319	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4405	Flat	2	60, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£92,473	£171,433	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4406	Flat	1	61, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£82,163	£152,319	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	4407	Flat	2	62, Painters Field, Hubert Road, WINCHESTER, Hants	Winchester	SO23 9RQ	General Needs Unrestricted	HP459908	Freehold	MV-T	£94,876	£175,888	S1 - Titles from STO61/103	97	Stonewater Limited
Stonewater Limited	6532	House	2	2, Spinney Close, SYSTM, Leicestershire	Charnwood	LE4 1YP	General Needs Unrestricted	LT732388	Freehold	MV-T	£59,814	£84,986	S1 - Titles from STO61/103	158	Stonewater Limited
Stonewater (S) Limited	7980	House	1	23, Keightley Walk, THURMASTON, Leicestershire	Charnwood	LE4 8LP	General Needs Unrestricted	LT748400	Freehold	MV-T	£59,814	£84,986	S1 - Titles from STO61/103	74	Stonewater Limited
Stonewater (S) Limited	7981	Flat	2	3, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	General Needs Restricted	DT232857	Freehold	EUV-SH	£67,351		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater (S) Limited	7982	House	3	4, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	General Needs Restricted	DT232857	Freehold	EUV-SH	£70,851		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater (S) Limited	7983	House	3	1, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	General Needs Restricted	DT232857	Freehold	EUV-SH	£87,525		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater (S) Limited	7984	House	3	2, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	Affordable Rent Restricted	DT232857	Freehold	EUV-SH	£117,076		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater (S) Limited	7985	House	3	5, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	General Needs Restricted	DT232857	Freehold	EUV-SH	£87,525		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater Limited	8208	House	3	6, Halsley Green, PULHAM, Dorset	Dorset	DT2 7UG	General Needs Restricted	DT232857	Freehold	EUV-SH	£87,518		SWS - Titles from STO61/26	7	Stonewater (S)
Stonewater Limited	8209	House	3	12, Chantrell Walk, FAREHAM, Hampshire	Fareham	PO15 6EL	General Needs Unrestricted	HP50884	Freehold	MV-T	£102,607	£190,220	S1 - Titles from STO61/103	27	Stonewater Limited
Stonewater Limited	8210	House	3	21, Hill Park Road, FAREHAM, Hampshire	Fareham	PO15 6EH	General Needs Unrestricted	HP49593	Freehold	MV-T	£102,607	£190,220	S1 - Titles from STO61/103	61	Stonewater Limited
Stonewater Limited	8211	House	3	23, Shannon Close, FAREHAM, Hampshire	Fareham	PO15 6OD	General Needs Unrestricted	HP238832	Freehold	MV-T	£105,256	£195,131	S1 - Titles from STO61/103	137	Stonewater Limited
Stonewater Limited	8212	House	3	17, The Greendale, FAREHAM, Hampshire	Fareham	PO15 6EP	General Needs Unrestricted	HP337719	Freehold	MV-T	£105,256	£195,131	S1 - Titles from STO61/103	161	Stonewater Limited
Stonewater Limited	8289	House	2	14, Ravens Way, BOGNOR REGIS, West Sussex	Arun	PO22 9EF	General Needs Unrestricted	WSX12209	Freehold	MV-T	£93,003	£162,677	S1 - Titles from STO61/103	128	Stonewater Limited
Stonewater Limited	8311	House	3	122, Tickleford Drive, SOUTHAMPTON, Hampshire	Southampton	SO19 9AU	General Needs Unrestricted	HP169981	Freehold	MV-T	£102,698	£170,811	S1 - Titles from STO61/103	165	Stonewater Limited
Stonewater Limited	8361	House	3	2, Frandor Road, Stroud Green, BOGNOR REGIS, West Sussex	Arun	PO21 5TP	General Needs Unrestricted	WSX151223	Freehold	MV-T	£101,072	£183,012	S1 - Titles from STO61/103	44	Stonewater Limited
Stonewater Limited	8362	House	2	3, Warblers Way, BOGNOR REGIS, West Sussex	Arun	PO22 9LR	General Needs Unrestricted	WSX32700	Freehold	MV-T	£93,003	£162,677	S1 - Titles from STO61/103	166	Stonewater Limited
Stonewater Limited	8374	House	3	5, Holland Close, BOGNOR REGIS, West Sussex	Arun	PO21 5TW	General Needs Unrestricted	WX130447	Freehold	MV-T	£101,072	£183,012	S1 - Titles from STO61/103	62	Stonewater Limited
Stonewater Limited	8889	House	3	2, Elizabeth Road, Durrington, SALISBURY, Wilts	Wiltshire	SP4 8EQ	General Needs Unrestricted	WT55955	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	40	Stonewater Limited
Stonewater Limited	8891	House	3	8, Milton Road, AMESBURY, Wiltshire	Wiltshire	SP4 7LB	General Needs Unrestricted	WT167749	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	90	Stonewater Limited
Stonewater Limited	9065	Flat	2	Flat 1, 41, Downs Park Avenue, TOTTEN, Hants	New Forest	SO40 9HA	General Needs Unrestricted	HP544490	Freehold	MV-T	£85,303	£146,410	S1 - Titles from STO61/103	35	Stonewater Limited
Stonewater Limited	9066	Flat	2	Flat 2, 41, Downs Park Avenue, TOTTEN, Hants	New Forest	SO40 9HA	General Needs Unrestricted	HP544490	Freehold	MV-T	£85,303	£146,410	S1 - Titles from STO61/103	35	Stonewater Limited
Stonewater Limited	9067	Flat	2	Flat 3, 41, Downs Park Avenue, TOTTEN, Hants	New Forest	SO40 9HA	General Needs Unrestricted	HP544490	Freehold	MV-T	£85,303	£146,410	S1 - Titles from STO61/103	35	Stonewater Limited
Stonewater Limited	9068	Flat	2	Flat 4, 41, Downs Park Avenue, TOTTEN, Hants	New Forest	SO40 9HA	General Needs Unrestricted	HP544490	Freehold	MV-T	£85,303	£146,410	S1 - Titles from STO61/103	35	Stonewater Limited
Stonewater Limited	9981	House	2	36, Longfield Close, Durrington, SALISBURY, Wilts	Wiltshire	SP4 8BZ	General Needs Unrestricted	WT191788	Freehold	MV-T	£73,992	£118,936	S1 - Titles from STO61/103	84	Stonewater Limited
Stonewater Limited	9982	House	2	1, Penruddock Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9HH	General Needs Unrestricted	WT23315	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	98	Stonewater Limited
Stonewater Limited	10064	House	3	2, Maple Way, Durrington, SALISBURY, Wilts	Wiltshire	SP4 8RJ	General Needs Unrestricted	WT132016	Freehold	MV-T	£75,582	£121,492	S1 - Titles from STO61/103	87	Stonewater Limited
Stonewater Limited	10234	House	2	56, Pinewood Way, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9HX	Affordable Rent Unrestricted	WT157008	Freehold	MV-T	£80,547	£99,041	S1 - Titles from STO61/103	100	Stonewater Limited
Stonewater Limited	10239	House	3	89, Winchester Road, SANDY, Bedfordshire	Central Bedfordshire	SG19 1RG	General Needs Restricted	BD142348	Freehold	EUV-SH	£91,596		S1 - Titles from STO61/103	174	Stonewater Limited
Stonewater Limited	10276	Flat	1	Flat 1, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10277	Flat	1	Flat 2, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10278	Flat	1	Flat 3, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10279	Flat	1	Flat 4, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10280	Flat	1	Flat 5, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10281	Flat	1	Flat 6, 8a, Rodden Close, WEYMOUTH, Dorset	Dorset	DT4 9PU	General Needs Unrestricted	DT278564	Freehold	MV-T	£57,035	£83,143	S1 - Titles from STO61/103	132	Stonewater Limited
Stonewater Limited	10282	House	3	18, Penruddock Close, Bemerton Heath, SALISBURY, Wiltshire	Wiltshire	SP2 9HH	General Needs Unrestricted	WT23342	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	99	Stonewater Limited
Stonewater Limited	10298	Bungalow	2	1, Bartrum Close, Kempston, BEDFORD, Bedfordshire	Bedford	MK42 7FA	Supported Unrestricted	BD4138	Freehold	MV-T	£86,940	£111,217	S1 - Titles from STO61/103	8	Stonewater Limited
Stonewater Limited	10299	Bungalow	2	2, Bartrum Close, Kempston, BEDFORD, Bedfordshire	Bedford	MK42 7FA	Supported Unrestricted	BD4138	Freehold	MV-T	£86,940	£111,217	S1 - Titles from STO61/103	8	Stonewater Limited
Stonewater Limited	10300	Room	0	3a, Bartrum Close, Kempston, BEDFORD, Bedfordshire	Bedford	MK42 7FA	Supported Unrestricted	BD4138	Freehold	MV-T	£55,333	£66,000	S1 - Titles from STO61/103	8	Stonewater Limited
Stonewater Limited	10302	Room	0	4a, Bartrum Close, Kempston, BEDFORD, Bedfordshire	Bedford	MK42 7FA	Supported Unrestricted	BD4138	Freehold	MV-T	£55,333	£66,000	S1 - Titles from STO61/103	8	Stonewater Limited
Stonewater Limited	10303	Room	0	4b, Bartrum Close, Kempston, BEDFORD, Bedfordshire	Bedford	MK42 7FA	Supported Unrestricted	BD4138	Freehold	MV-T	£55,333	£66,000	S1 - Titles from STO61/103	8	Stonewater Limited
Stonewater Limited	10345	House	3	96, Lyndhurst Road, Amesbury, SALISBURY, Wilts	Wiltshire	SP4 7PE	General Needs Unrestricted	WT175050	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	85	Stonewater Limited
Stonewater Limited	10346	House	3	31, Glebe Road, Durrington, SALISBURY, Wilts	Wiltshire	SP4 8AY	General Needs Unrestricted	WT86245	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	49	Stonewater Limited
Stonewater Limited	10347	House	3	106, Gainsborough Close, SALISBURY, Wiltshire	Wiltshire	SP2 9HJ	General Needs Unrestricted	WT25297	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	45	Stonewater Limited
Stonewater Limited	10348	House	2	110, Gainsborough Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9HJ	General Needs Unrestricted	WT24796	Freehold	MV-T	£75,582	£121,492	S1 - Titles from STO61/103	46	Stonewater Limited
Stonewater Limited	10353	House	3	10, Poores Road, Durrington, SALISBURY, Wilts	Wiltshire	SP4 8HF	General Needs Unrestricted	WT160348	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	103	Stonewater Limited
Stonewater Limited	10382	House	3	17, John Gay Road, Amesbury, SALISBURY, Wiltshire	Wiltshire	SP4 7NN	General Needs Unrestricted	WT63464	Freehold	MV-T	£87,261	£140,264	S1 - Titles from STO61/103	71	Stonewater Limited
Stonewater Limited	10383	House	2	41, Clifton Road, SALISBURY, Wiltshire	Wiltshire	SP2 7BP	General Needs Unrestricted	WT194236	Freehold	MV-T	£73,992	£118,936	S1 - Titles from STO61/103	33	Stonewater Limited
Stonewater Limited	10427	Bungalow	1	17, Middlemead, STEYNING, West Sussex	Horsham	BN44 3RG	General Needs Unrestricted	WSX242613	Freehold	MV-T	£82,731	£153,372	S1 - Titles from STO61/103	89	Stonewater Limited
Stonewater Limited	10429	Bungalow	2	9a Hurst Cottages, East Street, Amberley, ARUNDEL, West Sussex	Horsham	BN18 9NP	General Needs Restricted	WSX242653	Freehold	EUV-SH	£111,024		S1 - Titles from STO61/103	69	Stonewater Limited
Stonewater Limited	10859	House	3	39, Winchester Road, SANDY, Bedfordshire	Central Bedfordshire	SG19 1RG	General Needs Restricted	BD148233	Freehold	EUV-SH	£94,059		S1 - Titles from STO61/103	172	Stonewater Limited
Stonewater Limited	10865	House	3	244, Winchester Road, SANDY, Bedfordshire	Central Bedfordshire	SG19 1RQ	General Needs Restricted	BD162647	Freehold	EUV-SH	£84,564		S1 - Titles from STO61/103	178	Stonewater Limited
Stonewater Limited	10888	House	3	95, Winchester Road, SANDY, Bedfordshire	Central Bedfordshire	SG19 1RQ	General Needs Restricted	BD126070	Freehold	EUV-SH	£84,564		S1 - Titles from STO61/103	176	Stonewater Limited</











**Property Schedule**  
**Housing Association:** Stonewater  
**Valuer:** JLL  
**Valuation Date:** 26-Jul-21  
**Valuation:** Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	27000	Flat	1	13, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£50,020	£79,035	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27001	Flat	1	14, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£50,020	£79,035	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27002	Flat	1	15, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£50,020	£79,035	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27003	Flat	1	16, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£46,824	£71,906	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27004	Flat	1	17, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£46,824	£71,906	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27005	Flat	1	18, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£50,020	£79,035	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27006	Flat	1	19, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£50,020	£79,035	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	27007	Flat	2	10, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HT	General Needs Unrestricted	WM176686	Freehold	MV-T	£56,974	£87,492	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater (2) Limited	27751	House	3	31, Southwold Crescent, BROUGHTON, ENGLAND	Milton Keynes	MK10 7BW	General Needs Restricted	BM359598	Freehold	EUV-SH	£97,790		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	27752	House	3	29, Southwold Crescent, BROUGHTON, ENGLAND	Milton Keynes	MK10 7BW	General Needs Restricted	BM359598	Freehold	EUV-SH	£96,680		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28438	House	4	4, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£112,964		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28439	House	4	6, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£112,964		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28440	House	2	8, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£86,555		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28441	House	2	10, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£86,555		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28442	House	2	12, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£86,569		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28447	Flat	1	23, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359610	Freehold	EUV-SH	£71,545		S2 - Titles from ST061/35	7	Stonewater (2)
Stonewater (2) Limited	28448	Flat	1	33, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359610	Freehold	EUV-SH	£71,545		S2 - Titles from ST061/35	7	Stonewater (2)
Stonewater (2) Limited	28449	House	3	1, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£97,790		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28450	House	3	3, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£96,917		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28451	House	3	5, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£96,917		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28452	House	3	7, Eaton Hall Crescent, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7FB	General Needs Restricted	BM359598	Freehold	EUV-SH	£97,790		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28453	Flat	2	107, Warwick Avenue, Broughton, MILTON KEYNES, ENGLAND	Milton Keynes	MK10 7BY	General Needs Restricted	BM359598	Freehold	EUV-SH	£81,549		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	28742	House	2	1, Turnpike Orchard, YEOVIL, ENGLAND	South Somerset	BA21 4AZ	General Needs Unrestricted	WS35771	Freehold	MV-T	£66,008	£106,101	S2 - Titles from ST068/9	35	Stonewater (2)
Stonewater (2) Limited	28743	House	3	2, Turnpike Orchard, YEOVIL, ENGLAND	South Somerset	BA21 4AZ	General Needs Unrestricted	WS35771	Freehold	MV-T	£71,134	£114,342	S2 - Titles from ST068/9	35	Stonewater (2)
Stonewater (2) Limited	28744	House	3	3, Turnpike Orchard, YEOVIL, ENGLAND	South Somerset	BA21 4AZ	General Needs Unrestricted	WS35771	Freehold	MV-T	£71,134	£114,342	S2 - Titles from ST068/9	35	Stonewater (2)
Stonewater (2) Limited	28745	House	3	4, Turnpike Orchard, YEOVIL, ENGLAND	South Somerset	BA21 4AZ	General Needs Unrestricted	WS35771	Freehold	MV-T	£71,134	£114,342	S2 - Titles from ST068/9	35	Stonewater (2)
Stonewater (2) Limited	28768	Flat	2	53, Greenway Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	B20 7AE	General Needs Restricted	NYK38380	Freehold	EUV-SH	£64,500		S2 - Titles from ST061/35	13	Stonewater (2)
Stonewater (2) Limited	28872	House	2	16, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£72,018		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28873	House	2	14, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£72,018		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28874	House	3	12, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£79,847		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28875	House	3	10, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£79,847		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28876	House	3	8, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£79,847		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28877	House	2	6, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£72,018		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28878	House	2	4, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£72,018		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	28879	House	2	2, Boulmer Avenue, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FX	General Needs Restricted	GR380314	Freehold	EUV-SH	£72,018		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater Limited	29256	House	3	41, Priopart Lane, NORTON, Malton, ENGLAND	Ryedale	YO17 8DW	Shared Ownership	NYK407769	Freehold	EUV-SH	£83,400		S3 - Titles from ST069/5	125	Stonewater Limited
Stonewater (2) Limited	29547	House	4	1, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£152,733	£262,539	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29548	Bungalow	2	5, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£130,576	£224,453	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29549	House	3	7, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£127,625	£219,380	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29550	House	3	9, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£134,800	£231,713	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29551	House	4	11, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£152,733	£262,539	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29552	House	3	13, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£127,625	£219,380	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29553	House	3	15, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£127,625	£219,380	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29554	House	2	17, Melrose, MELDRETH, Royston, ENGLAND	South Cambridgeshire	SG8 6NY	Affordable Rent Unrestricted	709, CB283303, CB2	Freehold	MV-T	£109,887	£191,342	S2 - Titles from ST061/35	23	Stonewater (2)
Stonewater (2) Limited	29788	Bungalow	2	48, Lossiemouth Road, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FW	General Needs Restricted	GR380314	Freehold	EUV-SH	£80,200		S2 - Titles from ST061/35	2	Stonewater (2)
Stonewater (2) Limited	29925	House	2	6, Stirling Mews, BROUGHTON, ENGLAND	Milton Keynes	MK10 7EX	General Needs Restricted	BM359598	Freehold	EUV-SH	£87,679		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater (2) Limited	29926	House	2	8, Stirling Mews, BROUGHTON, ENGLAND	Milton Keynes	MK10 7EX	General Needs Restricted	BM359598	Freehold	EUV-SH	£87,679		S2 - Titles from ST061/35	32	Stonewater (2)
Stonewater Limited	30324	House	3	7, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£99,337		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30325	House	3	6, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£99,337		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30326	House	3	5, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£99,337		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30327	House	2	4, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£89,584		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30328	Flat	1	Flat 2, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£71,882		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30329	Flat	2	Flat 3, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£81,621		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30330	Flat	2	Flat 1, Copper Beech Drive, LETCHWORTH, ENGLAND	North Hertfordshire	SG6 3AY	General Needs Restricted	HD501954	Leasehold	EUV-SH	£80,497		S2 - Titles from ST069/5	5	Stonewater (2)
Stonewater Limited	30340	House	3	16, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30341	House	3	17, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£54,772	£84,111	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30342	House	3	18, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30343	House	3	19, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£64,955	£99,749	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30344	House	3	20, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,234	£104,784	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30346	House	3	22, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30348	House	3	24, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30349	House	3	25, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,234	£104,784	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30350	House	3	26, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£56,754	£87,155	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30351	House	3	27, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from ST061/49	34	Stonewater Limited
Stonewater Limited	30352	House	3	28, Collett Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HS	General Needs Unrestricted	WM176686	Freehold	MV-T	£56,754	£87,15			



Property Schedule  
Housing Association: Stonewater  
Valuer: JLL  
Valuation Date: 26-Jul-21  
Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater (2) Limited	34863	Flat	2	60, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£65,381		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34864	Flat	2	61, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£64,500		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34865	Flat	2	62, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£62,230		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34866	Flat	2	63, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£62,660		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34867	Flat	2	64, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£62,660		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34868	Flat	2	65, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£62,971		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34869	Flat	2	66, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£62,501		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	34992	Bungalow	2	24, Winifred Road, BEDFORD, ENGLAND	Bedford	MK40 4ES	General Needs Unrestricted	BD108330	Freehold	MV-T	£81,652	£141,787	S2 - Titles from STO61/35	42	Stonewater (2)
Stonewater (2) Limited	35301	House	3	44, Bradley View, Hollywell Green, HALIFAX, West Yorkshire, ENGLAND	Calderdale	HX4 9DN	Shared Ownership	WYK605773	Freehold	EUV-SH	£63,800		S2 - Titles from STO68/9	3	Stonewater (2)
Stonewater Limited	35663	House	2	24, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35664	House	2	25, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35665	House	2	26, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£57,393	£88,136	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35666	House	2	27, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35667	House	2	28, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35668	House	2	29, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£52,764	£81,027	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35669	House	3	30, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£57,885	£88,891	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35670	House	3	31, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£61,058	£93,763	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35671	House	3	32, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35672	House	3	33, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35673	House	3	34, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35674	House	3	35, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35675	House	3	37, Dean Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND	Dudley	DY8 4HU	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	35776	House	2	16, Prippot Lane, NORTON, Malton, ENGLAND	Ryedale	YO17 8DW	General Needs Unrestricted	NYK406290	Freehold	MV-T	£66,368	£115,391	S3 - Titles from STO69/5	114	Stonewater Limited
Stonewater (2) Limited	35777	House	2	18, Prippot Lane, NORTON, Malton, ENGLAND	Ryedale	YO17 8DW	General Needs Unrestricted	NYK406290	Freehold	MV-T	£66,368	£115,391	S3 - Titles from STO69/5	116	Stonewater Limited
Stonewater (2) Limited	37193	Flat	3	41, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£70,298		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37194	Flat	4	42, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£81,100		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37195	Flat	4	43, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£81,100		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37196	Flat	4	44, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£80,657		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37197	Flat	4	45, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£81,550		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37198	Flat	4	46, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£80,657		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37199	Flat	4	47, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£80,657		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37200	Flat	2	48, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£69,974		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37201	Flat	2	49, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£64,500		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37202	Flat	2	50, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£68,121		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37203	Flat	2	51, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£68,121		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37204	Flat	2	52, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND	Craven	BD20 7AE	General Needs Restricted	NYK383880	Freehold	EUV-SH	£64,500		S2 - Titles from STO61/35	13	Stonewater (2)
Stonewater (2) Limited	37981	House	3	28, Lossiemouth Road, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FW	Shared Ownership	GR380314	Freehold	EUV-SH	£64,000		S2 - Titles from STO61/35	2	Stonewater (2)
Stonewater (2) Limited	37982	House	3	30, Lossiemouth Road, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FW	Shared Ownership	GR380314	Freehold	EUV-SH	£64,000		S2 - Titles from STO61/35	2	Stonewater (2)
Stonewater (2) Limited	37984	House	3	34, Lossiemouth Road, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FW	Shared Ownership	GR380314	Freehold	EUV-SH	£67,800		S2 - Titles from STO61/35	2	Stonewater (2)
Stonewater (2) Limited	38072	House	2	22, Mallard Drive, OLDBURY, West Midlands, ENGLAND	Sandwell	B69 4QU	General Needs Unrestricted	WM519722	Freehold	MV-T	£60,479	£92,875	S2 - Titles from STO68/4	20	Stonewater (2)
Stonewater (2) Limited	38073	House	2	46, Mallard Drive, OLDBURY, West Midlands, ENGLAND	Sandwell	B69 4QU	General Needs Unrestricted	WM541865	Freehold	MV-T	£60,479	£92,875	S2 - Titles from STO68/4	21	Stonewater (2)
Stonewater (2) Limited	38074	House	2	59, Mallard Drive, OLDBURY, West Midlands, ENGLAND	Sandwell	B69 4QU	General Needs Unrestricted	WM516309	Freehold	MV-T	£60,479	£92,875	S2 - Titles from STO68/4	22	Stonewater (2)
Stonewater (2) Limited	38103	House	3	43, Bradley View, Hollywell Green, HALIFAX, West Yorkshire, ENGLAND	Calderdale	HX4 9DN	General Needs Restricted	WYK605773	Freehold	EUV-SH	£68,581		S2 - Titles from STO68/9	3	Stonewater (2)
Stonewater Limited	38162	House	2	1, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£54,420	£83,570	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38164	House	2	3, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38166	House	2	5, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£59,827	£91,874	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38168	House	3	7, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38170	House	3	3, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38171	House	4	3, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£75,464	£115,887	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38172	House	3	1, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£68,221	£104,764	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38175	House	4	4, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£75,464	£115,887	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38176	House	3	5, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAN	Dudley	DY8 4HX	General Needs Unrestricted	WM176686	Freehold	MV-T	£57,433	£88,197	S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater Limited	38363	House	3	143, Foundry Mill Street, SEACROFT, ENGLAND	Leeds	LS14 6FJ	General Needs Restricted	WYK936161	Freehold	EUV-SH	£72,833		S2 - Titles from STO69/5	10	Stonewater (2)
Stonewater (2) Limited	38364	House	3	6, St Athan Close, KINGSWAY, Gloucester, ENGLAND	Gloucester	GL2 2FQ	Affordable Rent Unrestricted	GR369512	Freehold	MV-T	£82,320	£101,221	S2 - Titles from STO61/35	33	Stonewater (2)
Stonewater (2) Limited	38477	Flat	2	25, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater (2) Limited	38478	Flat	2	26, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater (2) Limited	38479	Flat	2	27, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater (2) Limited	38480	Flat	2	28, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater (2) Limited	38481	Flat	2	29, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater (2) Limited	38482	Flat	2	30, Crown Quay, Prebend Street, BEDFORD, ENGLAND	Bedford	MK40 1BL	General Needs Restricted	BD223524	Freehold	EUV-SH	£66,547		S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater Limited	38626	Flat	1	36, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater Limited	38627	Flat	1	37, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater Limited	38628	Flat	1	38, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater Limited	38629	Flat	1	39, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater Limited	38630	Flat	1	40, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater Limited	38631	Flat	1	41, Brailsford Drive, High Street, SMETHWICK, West Midlands, ENGLAND	Sandwell	B66 3NH	General Needs Unrestricted	WM355581	Freehold	MV-T	£51,121	£78,504	S3 - Titles from STO61/49	12	Stonewater Limited
Stonewater (2) Limited	38906	Bungalow	2	20, Winifred Road, BEDFORD, ENGLAND	Bedford	MK40 4ES	General Needs Unrestricted	BD108330	Freehold	MV-T	£81,652	£141,787	S2 - Titles from STO61/35	42	Stonewater (2)
Stonewater (2) Limited	38907	Bungalow	2	22, Winifred Road, BEDFORD, ENGLAND	Bedford	MK40 4ES	General Needs Unrestricted	BD108330	Freehold	MV-T	£81,652	£141,787	S2 - Titles from STO61/35	42	Stonewater (2)
Stonewater (2) Limited	39092	Flat	2	4, Portobello Way, WARWICK, ENGLAND	Warwick	CV34 5FX	General Needs Unrestricted	WK443691	Freehold	MV-T	£72,318	£111,055	S2 - Titles from STO61/35	28	Stonewater (2)
Stonewater (2) Limited	39093	Flat	2	5, Portobello Way, WARWICK, ENGLAND	Warwick	CV34 5FX	General Needs Unrestricted	WK443691	Freehold	MV-T	£72,318	£111,055	S2 - Titles from STO61/35	28	Stonewater (2)
Stonewater (2) Limited	39094	Flat	2	6, Portobello Way, WARWICK, ENGLAND	Warwick	CV34 5FX	General Needs Unrestricted	WK443691	Freehold	MV-T	£72,318	£111,055	S2 - Titles from STO61/35	28	Stonewater (2)
Stonewater (2) Limited	39095	Flat	2	18, Portobello Way, WARWICK, ENGLAND	Warwick	CV34 5FX	General Needs Unrestricted	WK443691	Freehold	MV-T	£72,				

Property Schedule  
Housing Association: Stonewater  
Valuer: JLL  
Valuation Date: 26-Jul-21  
Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	Cot Scheme ID	COT
Stonewater Limited	39614	Flat	2	16, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5RZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£104,127	£139,333	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39615	House	2	6, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5RZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£123,504	£165,263	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39616	House	2	8, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5RZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£123,504	£165,263	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39660	House	2	11, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Shared Ownership	ON326815	Freehold	EUV-SH	£103,500		S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39661	House	2	12, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Shared Ownership	ON326815	Freehold	EUV-SH	£103,500		S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39662	House	2	9, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£122,068	£150,097	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39789	Flat	2	2, Dugdale Mews, Poundbury, DORCHESTER, Dorset	Dorset	DT1 3DT	Affordable Rent Restricted	DT419032	Freehold	EUV-SH	£117,163		S1 - Titles from STO61/100	129	Stonewater Limited
Stonewater Limited	39790	House	3	2, Dugdale Road, Poundbury, DORCHESTER, Dorset	Dorset	DT1 3DS	Affordable Rent Restricted	DT419032	Freehold	EUV-SH	£150,976		S1 - Titles from STO61/100	129	Stonewater Limited
Stonewater Limited	39791	House	3	4, Dugdale Road, Poundbury, DORCHESTER, Dorset	Dorset	DT1 3DS	Affordable Rent Restricted	DT419032	Freehold	EUV-SH	£152,542		S1 - Titles from STO61/100	129	Stonewater Limited
Stonewater Limited	39792	House	3	6, Dugdale Road, Poundbury, DORCHESTER, Dorset	Dorset	DT1 3DS	Affordable Rent Restricted	DT419032	Freehold	EUV-SH	£152,542		S1 - Titles from STO61/100	129	Stonewater Limited
Stonewater Limited	39793	House	3	8, Dugdale Road, Poundbury, DORCHESTER, Dorset	Dorset	DT1 3DS	Affordable Rent Restricted	DT419032	Freehold	EUV-SH	£152,542		S1 - Titles from STO61/100	129	Stonewater Limited
Stonewater Limited	39837	House	2	19, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£104,091	£127,991	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39839	House	3	7, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£97,077	£121,000	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39840	House	3	18, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£97,077	£121,000	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39841	House	4	8, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£138,785	£170,653	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39842	Flat	1	15, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£68,702	£84,477	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39844	Flat	2	21, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£73,201	£90,009	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39845	Flat	1	22, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£69,396	£85,330	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39846	Flat	2	23, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£89,635	£110,216	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39847	Flat	1	24, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£67,574	£83,091	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39848	Flat	2	25, Queen'S Crescent, Shrivenham, SWINDON, Wiltshire	Vale of White Horse	SN6 8DD	Affordable Rent Unrestricted	ON326815	Freehold	MV-T	£69,396	£85,330	S1 - Titles from STO61/103	126	Stonewater Limited
Stonewater Limited	39924	Flat	2	67, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£110,271	£140,477	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39925	Flat	1	69, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£91,893	£117,064	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39926	Flat	1	71, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£91,136	£117,064	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39927	Flat	2	73, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£110,271	£140,477	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39928	House	2	75, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39929	House	2	77, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39930	House	3	79, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£148,175	£198,276	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39931	House	2	81, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39932	House	2	83, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39933	House	2	85, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39934	House	2	87, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£124,520	£166,623	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	39936	House	3	3 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Shared Ownership	DT375261	Freehold	EUV-SH	£103,500		S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39937	House	3	4 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Shared Ownership	DT375261	Freehold	EUV-SH	£101,400		S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39938	House	2	5 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Shared Ownership	DT375261	Freehold	EUV-SH	£87,800		S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39939	House	2	6 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Shared Ownership	DT375261	Freehold	EUV-SH	£88,700		S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39940	House	2	7 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Affordable Rent Unrestricted	DT375261	Freehold	MV-T	£82,501	£101,444	S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39941	House	3	8 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Affordable Rent Restricted	DT375261	Freehold	MV-T	£105,182	£129,334	S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	39942	House	2	9 Russell Place, Bottom Road, Stourpaine, BLANDFORD FORUM, Dorset	Dorset	DT11 8FA	Affordable Rent Unrestricted	DT375261	Freehold	MV-T	£82,501	£101,444	S1 - Titles from STO61/103	133	Stonewater Limited
Stonewater Limited	40050	Flat	2	1 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Restricted	ST43204	Freehold	MV-T	£60,543	£74,444	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40051	Flat	1	2 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Unrestricted	ST43204	Freehold	MV-T	£48,674	£59,850	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40052	Flat	2	3 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Restricted	ST43204	Freehold	MV-T	£74,673	£91,819	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40053	Flat	2	4 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Unrestricted	ST43204	Freehold	MV-T	£74,673	£91,819	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40054	Flat	1	5 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Restricted	ST43204	Freehold	MV-T	£57,322	£70,484	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40055	Flat	2	6 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Unrestricted	ST43204	Freehold	MV-T	£64,553	£79,375	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40056	Flat	2	7 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Restricted	ST43204	Freehold	MV-T	£64,553	£79,375	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40057	Flat	1	8 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Unrestricted	ST43204	Freehold	MV-T	£53,221	£65,442	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40058	Flat	2	9 Priory House, 66-68 Priory Bridge, TAUNTON, Somerset	Somerset West and Taunton	TA1 1QB	Affordable Rent Restricted	ST43204	Freehold	MV-T	£64,553	£79,375	S5 - Titles from STO61/103	10	Stonewater (S)
Stonewater Limited	40066	House	2	1 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£118,653		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40067	House	2	2 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£118,653		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40068	House	2	3 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£133,245		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40069	House	3	4 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£132,651		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40070	House	3	5 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£132,651		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40071	Bungalow	2	6 Gascony Place, Anjou Close, BOURNEMOUTH, Dorset	urnemouth, Christchurch and Po	BH11 9QN	Affordable Rent Restricted	DT431775	Freehold	EUV-SH	£134,999		S1 - Titles from STO61/103	47	Stonewater Limited
Stonewater Limited	40121	Flat	1	17, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Shared Ownership	HP791453	Leasehold	EUV-SH	£56,300		S1 - Titles from STO61/65	77	Stonewater Limited
Stonewater Limited	40123	Flat	1	25, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Shared Ownership	HP791462	Leasehold	EUV-SH	£56,300		S1 - Titles from STO61/65	80	Stonewater Limited
Stonewater Limited	40124	Flat	1	27, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Shared Ownership	HP791463	Leasehold	EUV-SH	£56,300		S1 - Titles from STO61/65	81	Stonewater Limited
Stonewater Limited	40125	Flat	2	23, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Shared Ownership	HP795677	Leasehold	EUV-SH	£67,500		S1 - Titles from STO61/65	79	Stonewater Limited
Stonewater Limited	40126	Flat	2	29, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Shared Ownership	HP791464	Leasehold	EUV-SH	£31,000		S1 - Titles from STO61/65	82	Stonewater Limited
Stonewater Limited	40127	Flat	2	11, Lee Valley Close, ANDOVER, Hampshire	Test Valley	SP11 6XZ	Affordable Rent Restricted	HP791452	Leasehold	EUV-SH	£93,631		S1 - Titles from STO61/65	76	Stonewater Limited
Stonewater Limited	40131	Flat	2	47, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£101,603	£135,957	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40132	Flat	2	49, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£102,333	£136,934	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40133	Flat	2	51, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£110,271	£140,477	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40134	Flat	2	53, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£101,603	£135,957	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40136	Flat	2	39, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Shared Ownership	ON324693	Freehold	EUV-SH	£53,600		S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40137	Flat	2	41, Evans Way, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5QX	Shared Ownership	ON324693	Freehold	EUV-SH	£53,600		S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40139	Flat	2	1, Morris Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UG	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£101,603	£135,957	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40140	Flat	1	3, Morris Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UG	Affordable Rent Restricted	ON324693	Freehold	MV-T	£86,534	£115,793	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40141	Flat	1	5, Morris Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UG	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£86,534	£115,793	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40142	Flat	2	7, Morris Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UG	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£101,603	£135,957	S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40144	Flat	2	1, Burbidge Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UB	Shared Ownership	ON324693	Freehold	EUV-SH	£67,500		S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40145	Flat	2	3, Burbidge Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UB	Shared Ownership	ON324693	Freehold	EUV-SH	£81,000		S3 - Titles from STO61/49	41	Stonewater Limited
Stonewater Limited	40146	House	2	5, Burbidge Close, CHIPPING NORTON, Oxfordshire	West Oxfordshire	OX7 5UB	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£113,470	£159,617	S3 - Titles from STO61/49	41	















**Property Schedule**  
**Housing Association:** Stonewater  
**Valuer:** JLL  
**Valuation Date:** 26-Jul-21  
**Valuation:** Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	CoT
Stonewater Limited	3631	Flat	1	4 Eastbourne House, 28, Bridewell Street, DEVIZES, Wiltshire	Wiltshire	SN10 1NF	General Needs Unrestricted	WT244942	Freehold	MV-T	£54,556	£79,528		27	Ex SMBC CoT
Stonewater Limited	3633	Room	0	5 Eastbourne House, 28, Bridewell Street, DEVIZES, Wiltshire	Wiltshire	SN10 1NF	General Needs Unrestricted	WT244942	Freehold	MV-T	£44,636	£65,068		27	Ex SMBC CoT
Stonewater Limited	3635	Flat	1	6 Eastbourne House, 28, Bridewell Street, DEVIZES, Wiltshire	Wiltshire	SN10 1NF	General Needs Unrestricted	WT244942	Freehold	MV-T	£54,556	£79,528		27	Ex SMBC CoT
Stonewater Limited	3637	Flat	1	7 Eastbourne House, 28, Bridewell Street, DEVIZES, Wiltshire	Wiltshire	SN10 1NF	General Needs Unrestricted	WT244942	Freehold	MV-T	£54,556	£79,528		27	Ex SMBC CoT
Stonewater Limited	4085	House	2	47, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137978	Freehold	MV-T	£78,241	£122,470		20	Ex SMBC CoT
Stonewater Limited	4088	House	2	51, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137970	Freehold	MV-T	£78,241	£122,470		21	Ex SMBC CoT
Stonewater Limited	4090	House	2	53, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137609	Freehold	MV-T	£78,241	£122,470		22	Ex SMBC CoT
Stonewater Limited	4092	House	2	55, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137609	Freehold	MV-T	£78,241	£122,470		22	Ex SMBC CoT
Stonewater Limited	4094	House	2	57, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137613	Freehold	MV-T	£78,241	£122,470		23	Ex SMBC CoT
Stonewater Limited	4096	House	2	59, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137613	Freehold	MV-T	£78,241	£122,470		23	Ex SMBC CoT
Stonewater Limited	4097	House	2	61, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137613	Freehold	MV-T	£78,241	£122,470		23	Ex SMBC CoT
Stonewater Limited	4099	House	2	63, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137613	Freehold	MV-T	£78,241	£122,470		23	Ex SMBC CoT
Stonewater Limited	4101	House	2	67, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137611	Freehold	MV-T	£78,241	£122,470		24	Ex SMBC CoT
Stonewater Limited	4105	House	2	73, Cookson Close, Yaxley, PETERBOROUGH, Cambridgeshire	Huntingdonshire	PE7 3WN	General Needs Unrestricted	CB137611	Freehold	MV-T	£78,241	£122,470		24	Ex SMBC CoT
Stonewater Limited	5265	House	3	66a, Victoria Drive, BOGNOR REGIS, West Sussex	Arun	PO21 2TG	General Needs Unrestricted	WSX140990	Freehold	MV-T	£101,072	£187,374		88	Ex SMBC CoT
Stonewater Limited	5266	House	3	66b, Victoria Drive, BOGNOR REGIS, West Sussex	Arun	PO21 2TG	General Needs Unrestricted	WSX140990	Freehold	MV-T	£101,072	£187,374		88	Ex SMBC CoT
Stonewater Limited	5267	House	3	66c, Victoria Drive, BOGNOR REGIS, West Sussex	Arun	PO21 2TG	General Needs Unrestricted	WSX140990	Freehold	MV-T	£101,072	£187,374		88	Ex SMBC CoT
Stonewater Limited	5268	House	3	66d, Victoria Drive, BOGNOR REGIS, West Sussex	Arun	PO21 2TG	General Needs Unrestricted	WSX140990	Freehold	MV-T	£101,072	£187,374		88	Ex SMBC CoT
Stonewater Limited	6401	House	3	39, Garnet Hill, READING, Berkshire	Reading	RG1 6AN	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£101,755	£188,641		34	Ex SMBC CoT
Stonewater Limited	6402	House	3	41, Garnet Hill, READING, Berkshire	Reading	RG1 6AN	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£101,755	£188,641		34	Ex SMBC CoT
Stonewater Limited	6403	House	3	43, Garnet Hill, READING, Berkshire	Reading	RG1 6AN	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£86,712	£184,016		34	Ex SMBC CoT
Stonewater Limited	6404	House	4	1, Ruby Court, Garnet Hill, READING, Berkshire	Reading	RG1 6BN	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£128,411	£238,057		34	Ex SMBC CoT
Stonewater Limited	6405	House	3	2, Ruby Court, Garnet Hill, READING, Berkshire	Reading	RG1 6BN	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£101,755	£188,641		34	Ex SMBC CoT
Stonewater Limited	6406	House	3	1, Opal Court, Lower Field Road, READING, Berkshire	Reading	RG1 6BW	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£102,815	£190,605		34	Ex SMBC CoT
Stonewater Limited	6407	House	3	2, Opal Court, Lower Field Road, READING, Berkshire	Reading	RG1 6BW	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£105,586	£195,743		34	Ex SMBC CoT
Stonewater Limited	6408	House	3	3, Opal Court, Lower Field Road, READING, Berkshire	Reading	RG1 6BW	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£105,586	£195,743		34	Ex SMBC CoT
Stonewater Limited	6409	House	3	4, Opal Court, Lower Field Road, READING, Berkshire	Reading	RG1 6BW	General Needs Unrestricted	KI136725, BK27870	Freehold	MV-T	£105,586	£195,743		34	Ex SMBC CoT
Stonewater Limited	9892	House	2	42, Glyndebourne Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9EY	General Needs Unrestricted	WT147380	Freehold	MV-T	£75,582	£119,292		37	Ex SMBC CoT
Stonewater Limited	9893	House	2	50, Glyndebourne Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9EY	General Needs Unrestricted	WT140969	Freehold	MV-T	£75,582	£119,292		41	Ex SMBC CoT
Stonewater Limited	9898	House	3	48, Glyndebourne Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9EY	General Needs Unrestricted	WT60085	Freehold	MV-T	£87,261	£140,264		40	Ex SMBC CoT
Stonewater Limited	9929	House	2	44, Glyndebourne Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9EY	General Needs Unrestricted	WT137937	Freehold	MV-T	£75,582	£119,292		38	Ex SMBC CoT
Stonewater Limited	9979	House	2	40, Glyndebourne Close, Bemerton Heath, SALISBURY, Wilts	Wiltshire	SP2 9EY	General Needs Unrestricted	WT37571	Freehold	MV-T	£75,582	£119,292		36	Ex SMBC CoT
Stonewater Limited	10380	House	2	45, Glyndebourne Close, SALISBURY, Wiltshire	Wiltshire	SP2 9EY	General Needs Unrestricted	WT162862	Freehold	MV-T	£75,582	£119,292		39	Ex SMBC CoT
Stonewater Limited	13296	Flat	1	Flat 1 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£65,100		64	Ex SMBC CoT	
Stonewater Limited	13297	Flat	1	Flat 2 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£20,800		64	Ex SMBC CoT	
Stonewater Limited	13298	Flat	1	Flat 3 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£54,700		64	Ex SMBC CoT	
Stonewater Limited	13299	Flat	1	Flat 4 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£54,700		64	Ex SMBC CoT	
Stonewater Limited	13300	Flat	1	Flat 5 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£63,700		64	Ex SMBC CoT	
Stonewater Limited	13301	Flat	1	Flat 6 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£53,500		64	Ex SMBC CoT	
Stonewater Limited	13302	Flat	1	Flat 7 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£63,700		64	Ex SMBC CoT	
Stonewater Limited	13303	Flat	1	Flat 8 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£63,700		64	Ex SMBC CoT	
Stonewater Limited	13304	Flat	2	Flat 9 Mortimer House, 77, Penfold Road, WORTHING, West Sussex	Worthing	BN14 8PG	Shared Ownership	WSX295235	Freehold	EUV-SH	£73,100		64	Ex SMBC CoT	
Stonewater Limited	14602	Bungalow	2	8 Eastbourne House, 28, Bridewell Street, DEVIZES, Wiltshire	Wiltshire	SN10 1NF	General Needs Unrestricted	WT244942	Freehold	MV-T	£74,394	£108,447		27	Ex SMBC CoT
Stonewater Limited	15557	House	3	2 Oak Mews, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Shared Ownership	DT287419	Freehold	EUV-SH	£85,000		1	Ex SMBC CoT	
Stonewater Limited	15558	House	3	3 Oak Mews, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Shared Ownership	DT287419	Freehold	EUV-SH	£85,000		1	Ex SMBC CoT	
Stonewater Limited	15559	House	2	4 Oak Mews, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Shared Ownership	DT287419	Freehold	EUV-SH	£73,200		1	Ex SMBC CoT	
Stonewater Limited	15560	House	2	5 Oak Mews, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Shared Ownership	DT287419	Freehold	EUV-SH	£36,600		1	Ex SMBC CoT	
Stonewater Limited	15562	House	2	7 Oak Mews, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Shared Ownership	DT287419	Freehold	EUV-SH	£73,200		1	Ex SMBC CoT	
Stonewater Limited	15576	Flat	1	1 Acorn Court, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Affordable Rent Restricted	DT287419	Freehold	EUV-SH	£58,722		1	Ex SMBC CoT	
Stonewater Limited	15577	Flat	1	2 Acorn Court, Damory Street, BLANDFORD, Dorset	Dorset	DT11 7FF	Affordable Rent Restricted	DT287419	Freehold	EUV-SH	£58,722		1	Ex SMBC CoT	
Stonewater Limited	15578	House	3	17, Bishops Close, TAUNTON, Somerset	Somerset West and Taunton	TA2 8DS	General Needs Restricted	ST309307	Freehold	EUV-SH	£81,417		3	Ex SMBC CoT	
Stonewater Limited	15580	House	3	19, Bishops Close, TAUNTON, Somerset	Somerset West and Taunton	TA2 8DS	General Needs Restricted	ST309307	Freehold	EUV-SH	£81,417		3	Ex SMBC CoT	
Stonewater Limited	15581	House	3	21, Bishops Close, TAUNTON, Somerset	Somerset West and Taunton	TA2 8DS	General Needs Restricted	ST309307	Freehold	EUV-SH	£81,417		3	Ex SMBC CoT	
Stonewater Limited	15582	House	3	23, Bishops Close, TAUNTON, Somerset	Somerset West and Taunton	TA2 8DS	General Needs Restricted	ST309307	Freehold	EUV-SH	£81,417		3	Ex SMBC CoT	
Stonewater Limited	15989	Room	0	Flat A Room 1, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15990	Room	0	Flat A Room 2, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15991	Room	0	Flat A Room 3, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15992	Room	0	Flat B Room 4, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15993	Room	0	Flat B Room 5, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15994	Room	0	Flat B Room 6, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15995	Room	0	Flat C Room 7, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15996	Room	0	Flat C Room 8, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15997	Room	0	Flat D Room 9, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15998	Room	0	Flat D Room 10, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	15999	Room	0	Flat D Room 11, The Abingdon Foyer, 8 The Square, ABINGDON, Oxon	Vale of White Horse	OX14 5FT	Supported Restricted	ON242011	Freehold	EUV-SH	£57,497		71	Ex SMBC CoT	
Stonewater Limited	16004	Flat	1	The Abingdon Foyer, 4, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£65,762	£155,194		71	Ex SMBC CoT
Stonewater Limited	16005	Flat	1	The Abingdon Foyer, 5, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£65,762	£155,194		71	Ex SMBC CoT
Stonewater Limited	16007	Flat	1	The Abingdon Foyer, 7, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£64,790	£152,900		71	Ex SMBC CoT
Stonewater Limited	16288	House	2	14, Wren Crescent, Bodicote, BANBURY, Oxfordshire	Cherwell	OX15 4FZ	Shared Ownership	ON315664	Freehold	EUV-SH	£32,900		92	Ex SMBC CoT	
Stonewater Limited	16289	House	2	16, Wren Crescent, Bodicote, BANBURY, Oxfordshire	Cherwell	OX15 4FZ	Shared Ownership	ON315664	Freehold	EUV-SH	£51,400		92	Ex SMBC CoT	
Stonewater Limited	16290	House	2	18, Wren Crescent, Bodicote, BANBURY, Oxfordshire	Cherwell	OX15 4FZ	Shared Ownership	ON315664	Freehold	EUV-SH	£64,100		92	Ex SMBC CoT	
Stonewater Limited	16291	House	2	20, Wren Crescent, Bodicote, BANBURY, Oxfordshire	Cherwell	OX15 4FZ	Shared Ownership	ON315664	Freehold	EUV-SH	£60,000		92	Ex SMBC CoT	
Stonewater Limited	16329	House	4	26, Chikwell Street, GLASTONBURY, Somerset	Mendip	BA6 8DB	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£102,788	£126,390		14	Ex SMBC CoT
Stonewater Limited	16330	Flat	2	Flat 1, 9, Cottle Close, GLASTONBURY, Somerset	Mendip	BA6 8FP	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£61,942	£76,165		14	Ex SMBC CoT
Stonewater Limited	16332	Flat	2	Flat 1, 10, Cottle Close, GLASTONBURY, Somerset	Mendip	BA6 8FP	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£63,799	£78,448		14	Ex SMBC CoT
Stonewater Limited	16333	House	3	26a, Chikwell Street, GLASTONBURY, Somerset	Mendip	BA6 8DB	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£82,802	£101,815		14	Ex SMBC CoT
Stonewater Limited	16334	House	3	26b, Chikwell Street, GLASTONBURY, Somerset	Mendip	BA6 8DB	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£82,802	£101,815		14	Ex SMBC CoT
Stonewater Limited	16335	House	4	26c, Chikwell Street, GLASTONBURY, Somerset	Mendip	BA6 8DB	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£102,788	£126,390		14	Ex SMBC CoT
Stonewater Limited	16336	Flat	2	Flat 2, 9, Cottle Close, GLASTONBURY, Somerset	Mendip	BA6 8FP	Affordable Rent Unrestricted	WS66318	Freehold	MV-T	£61,942	£76,165		14	Ex SMBC Co

Property Schedule  
Housing Association: Stonewater  
Valuer: JLL  
Valuation Date: 26-Jul-21  
Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	16516	House	2	6, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£120,608	£161,388		47	Ex SMBC CoT
Stonewater Limited	16517	House	3	8, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£143,128	£191,522		47	Ex SMBC CoT
Stonewater Limited	16518	Flat	2	10, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£110,271	£140,477		47	Ex SMBC CoT
Stonewater Limited	16519	House	2	17, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£120,608	£161,388		47	Ex SMBC CoT
Stonewater Limited	16520	House	3	19, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£136,590	£182,773		47	Ex SMBC CoT
Stonewater Limited	16521	House	2	21, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£120,608	£161,388		47	Ex SMBC CoT
Stonewater Limited	16522	House	3	23, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£135,225	£180,947		47	Ex SMBC CoT
Stonewater Limited	16523	House	3	25, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£135,225	£180,947		47	Ex SMBC CoT
Stonewater Limited	16524	House	2	27, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£120,608	£161,388		47	Ex SMBC CoT
Stonewater Limited	16525	House	2	29, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£124,092	£166,049		47	Ex SMBC CoT
Stonewater Limited	16526	House	3	31, Balmoral Mews, POLEGATE, East Sussex	Wealden	BN26 6FW	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£135,225	£180,947		47	Ex SMBC CoT
Stonewater Limited	16528	House	3	2, Sparkford Road, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£83,321	£103,400		43	Ex SMBC CoT
Stonewater Limited	16529	House	3	1, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£83,321	£103,400		43	Ex SMBC CoT
Stonewater Limited	16530	House	2	2, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£74,992	£92,212		43	Ex SMBC CoT
Stonewater Limited	16531	House	2	3, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£74,992	£92,212		43	Ex SMBC CoT
Stonewater Limited	16532	House	2	4, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£77,290	£95,037		43	Ex SMBC CoT
Stonewater Limited	16533	House	2	5, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£83,321	£103,400		43	Ex SMBC CoT
Stonewater Limited	16534	House	2	6, Hanyton Close, YEOVIL, Somerset	South Somerset	BA22 7FB	Affordable Rent Unrestricted	ST70292	Freehold	MV-T	£83,321	£103,400		43	Ex SMBC CoT
Stonewater Limited	16540	Flat	1	Flat 3, 31a, Silver Street, CHARD, Somerset	South Somerset	TA20 2AY	Affordable Rent Unrestricted	WS67765	Freehold	MV-T	£55,079	£67,726		29	Ex SMBC CoT
Stonewater Limited	16542	House	3	19, Chiltern Crescent, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GH	Shared Ownership	HP825761	Freehold	EUV-SH	£137,800			16	Ex SMBC CoT
Stonewater Limited	16573	House	2	11, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Shared Ownership	DT412826	Freehold	EUV-SH	£77,000			84	Ex SMBC CoT
Stonewater Limited	16574	House	2	7, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Shared Ownership	DT412826	Freehold	EUV-SH	£79,100			84	Ex SMBC CoT
Stonewater Limited	16575	House	3	8, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Shared Ownership	DT412826	Freehold	EUV-SH	£93,700			84	Ex SMBC CoT
Stonewater Limited	16576	House	2	9, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Shared Ownership	DT412826	Freehold	EUV-SH	£77,000			84	Ex SMBC CoT
Stonewater Limited	16577	House	2	10, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Shared Ownership	DT412826	Freehold	EUV-SH	£12,900			84	Ex SMBC CoT
Stonewater Limited	16545	House	4	24, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£195,748			67	Ex SMBC CoT
Stonewater Limited	16552	Flat	1	32, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£103,374			67	Ex SMBC CoT
Stonewater Limited	16553	Flat	1	34, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£87,461			67	Ex SMBC CoT
Stonewater Limited	16554	Flat	2	36, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£114,076			67	Ex SMBC CoT
Stonewater Limited	16555	House	2	38, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£131,484			67	Ex SMBC CoT
Stonewater Limited	16556	House	2	40, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£131,484			67	Ex SMBC CoT
Stonewater Limited	16557	House	3	28, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£157,061			67	Ex SMBC CoT
Stonewater Limited	16558	House	3	30, Nursery End, Stanford In The Vale, FARINGDON, Oxfordshire	Vale of White Horse	SN7 8PH	Affordable Rent Restricted	ON315947	Freehold	EUV-SH	£160,733			67	Ex SMBC CoT
Stonewater Limited	16689	Flat	1	6, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	General Needs Restricted	NTS14568	Freehold	EUV-SH	£51,548			85	Ex SMBC CoT
Stonewater Limited	16690	Flat	1	2, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	General Needs Restricted	NTS14568	Freehold	EUV-SH	£51,548			85	Ex SMBC CoT
Stonewater Limited	16691	Flat	2	4, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	General Needs Restricted	NTS14568	Freehold	EUV-SH	£62,287			85	Ex SMBC CoT
Stonewater Limited	16692	Flat	1	8, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Affordable Rent Restricted	NTS14568	Freehold	EUV-SH	£62,812			85	Ex SMBC CoT
Stonewater Limited	16693	Flat	1	16, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Affordable Rent Restricted	NTS14568	Freehold	EUV-SH	£62,812			85	Ex SMBC CoT
Stonewater Limited	16694	Flat	1	12, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Affordable Rent Restricted	NTS14568	Freehold	EUV-SH	£62,812			85	Ex SMBC CoT
Stonewater Limited	16695	Flat	2	14, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Affordable Rent Restricted	NTS14568	Freehold	EUV-SH	£75,898			85	Ex SMBC CoT
Stonewater Limited	16696	Flat	2	10, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	General Needs Restricted	NTS14568	Freehold	EUV-SH	£62,287			85	Ex SMBC CoT
Stonewater Limited	16697	Flat	2	18, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Affordable Rent Restricted	NTS14568	Freehold	EUV-SH	£75,898			85	Ex SMBC CoT
Stonewater Limited	16793	House	2	44, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS20246	Freehold	EUV-SH	£65,200			86	Ex SMBC CoT
Stonewater Limited	16794	House	2	46, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS20246	Freehold	EUV-SH	£53,400			86	Ex SMBC CoT
Stonewater Limited	16795	House	2	48, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS20246	Freehold	EUV-SH	£53,400			86	Ex SMBC CoT
Stonewater Limited	16796	House	3	50, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS20246	Freehold	EUV-SH	£65,000			86	Ex SMBC CoT
Stonewater Limited	16797	House	3	52, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS20246	Freehold	EUV-SH	£65,000			86	Ex SMBC CoT
Stonewater Limited	16799	House	3	60, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS21359	Freehold	EUV-SH	£36,100			87	Ex SMBC CoT
Stonewater Limited	16800	House	3	62, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS21359	Freehold	EUV-SH	£36,100			87	Ex SMBC CoT
Stonewater Limited	16801	House	2	66, Tongue Way, RUDDINGTON, Nottinghamshire	Rushcliffe	NG11 6BA	Shared Ownership	NTS21359	Freehold	EUV-SH	£35,600			87	Ex SMBC CoT
Stonewater Limited	16821	Flat	2	20, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FN	Affordable Rent Unrestricted	ESX362665	Freehold	MV-T	£110,271	£140,477		47	Ex SMBC CoT
Stonewater Limited	16824	House	2	22, Cochran Avenue, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FG	Shared Ownership	WT412593	Freehold	EUV-SH	£47,400			19	Ex SMBC CoT
Stonewater Limited	16825	House	2	21, Cochran Avenue, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FG	Shared Ownership	WT412593	Freehold	EUV-SH	£59,200			19	Ex SMBC CoT
Stonewater Limited	16860	House	3	6, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Shared Ownership	LT471896	Freehold	EUV-SH	£83,200			5	Ex SMBC CoT
Stonewater Limited	16862	House	2	71, Bosworth Way, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3QQ	Shared Ownership	LT471896	Freehold	EUV-SH	£49,500			5	Ex SMBC CoT
Stonewater Limited	16864	House	2	3, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Shared Ownership	LT471896	Freehold	EUV-SH	£30,900			5	Ex SMBC CoT
Stonewater Limited	16865	House	3	65, Bosworth Way, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3QQ	Shared Ownership	LT471896	Freehold	EUV-SH	£91,600			5	Ex SMBC CoT
Stonewater Limited	16868	House	3	4, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	Shared Ownership	LT476657	Freehold	EUV-SH	£74,000			28	Ex SMBC CoT
Stonewater Limited	16869	House	3	6, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	Shared Ownership	LT476657	Freehold	EUV-SH	£74,000			28	Ex SMBC CoT
Stonewater Limited	16870	House	3	8, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	Shared Ownership	LT476657	Freehold	EUV-SH	£74,000			28	Ex SMBC CoT
Stonewater Limited	16871	House	3	10, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	Shared Ownership	LT476657	Freehold	EUV-SH	£33,700			28	Ex SMBC CoT
Stonewater Limited	16879	House	2	2, Ginger Place, Bathpool, TAUNTON, Somerset	Somerset West and Taunton	TA2 8FE	General Needs Restricted	ST322119	Freehold	EUV-SH	£71,845			35	Ex SMBC CoT
Stonewater Limited	16880	House	2	4, Ginger Place, Bathpool, TAUNTON, Somerset	Somerset West and Taunton	TA2 8FE	General Needs Restricted	ST322119	Freehold	EUV-SH	£71,838			35	Ex SMBC CoT
Stonewater Limited	16881	House	2	6, Ginger Place, Bathpool, TAUNTON, Somerset	Somerset West and Taunton	TA2 8FE	General Needs Restricted	ST322119	Freehold	EUV-SH	£71,845			35	Ex SMBC CoT
Stonewater Limited	16882	House	2	8, Ginger Place, Bathpool, TAUNTON, Somerset	Somerset West and Taunton	TA2 8FE	General Needs Restricted	ST322119	Freehold	EUV-SH	£71,845			35	Ex SMBC CoT
Stonewater Limited	16883	Flat	2	Flat 3 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£116,950	£156,493		81	Ex SMBC CoT
Stonewater Limited	16884	House	2	1, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16885	House	2	2, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16886	House	2	3, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16887	House	3	4, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£114,386			84	Ex SMBC CoT
Stonewater Limited	16888	House	2	5, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16889	House	2	6, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16890	House	2	12, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16891	House	2	13, The Beeches, Fairfield Bungalows, BLANDFORD FORUM, Dorset	Dorset	DT11 7FX	Affordable Rent Restricted	DT412826	Freehold	EUV-SH	£100,515			84	Ex SMBC CoT
Stonewater Limited	16895	House	3	8, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Affordable Rent Restricted	LT471896	Freehold	EUV-SH	£101,627			5	Ex SMBC CoT
Stonewater Limited	16896	House	2	10, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Affordable Rent Restricted	LT471896	Freehold	EUV-SH	£84,168			5	Ex SMBC CoT
Stonewater Limited	16897	House	2	12, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Affordable Rent Restricted	LT471896	Freehold	EUV-SH	£83,021			5	Ex SMBC CoT
Stonewater Limited	16898	House	3	15, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Affordable Rent Restricted	LT471896	Freehold	EUV-SH	£101,627			5	Ex SMBC CoT
Stonewater Limited	16899	House	3	17, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	Affordable Rent Restricted	LT471896	Freehold	EUV-SH	£101,627			5	Ex SMBC CoT
Stonewater Limited	16900	House	1	73, Bosworth Way, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3QQ	General Needs Restricted	LT471896	Freehold	EUV-SH	£55,558			5	Ex SMBC CoT
Stonewater Limited	16901	House	4	5, Waldwick Close, Leicester Forest East, LEICESTER, Leicestershire	Blaby	LE3 3SJ	General Needs Restricted								

**Property Schedule**  
**Housing Association:** Stonewater  
**Valuer:** JLL  
**Valuation Date:** 26-Jul-21  
**Valuation:** Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	17044	Flat	2	25, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FL	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£109,634	£140,477		48	Ex SMBC CoT
Stonewater Limited	17045	Flat	2	27, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FL	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£109,634	£140,477		48	Ex SMBC CoT
Stonewater Limited	17046	Flat	2	29, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FL	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£110,271	£140,477		48	Ex SMBC CoT
Stonewater Limited	17047	Flat	2	31, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FL	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£110,271	£140,477		48	Ex SMBC CoT
Stonewater Limited	17048	Flat	2	33, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FL	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£109,634	£140,477		48	Ex SMBC CoT
Stonewater Limited	17049	Flat	1	19, Cochran Avenue, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FG	Affordable Rent Restricted	WT412593	Freehold	EUV-SH	£81,099			19	Ex SMBC CoT
Stonewater Limited	17050	Flat	1	20, Cochran Avenue, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FG	Affordable Rent Restricted	WT412593	Freehold	EUV-SH	£81,099			19	Ex SMBC CoT
Stonewater Limited	17051	House	3	48, Campbell Close, UCKFIELD, East Sussex	Wealden	TN22 1DR	Affordable Rent Restricted	ESX361605	Freehold	EUV-SH	£168,029			13	Ex SMBC CoT
Stonewater Limited	17052	House	3	50, Campbell Close, UCKFIELD, East Sussex	Wealden	TN22 1DR	Affordable Rent Restricted	ESX361605	Freehold	EUV-SH	£168,029			13	Ex SMBC CoT
Stonewater Limited	17053	House	3	1 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£160,824	£215,201		81	Ex SMBC CoT
Stonewater Limited	17054	House	3	2 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£160,824	£215,201		81	Ex SMBC CoT
Stonewater Limited	17055	Flat	2	Flat 4 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£118,545	£158,627		81	Ex SMBC CoT
Stonewater Limited	17056	Flat	2	Flat 5 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£118,545	£158,627		81	Ex SMBC CoT
Stonewater Limited	17057	Flat	2	Flat 6 Stoneway Court, Lealands Drive, UCKFIELD, East Sussex	Wealden	TN22 1FA	Affordable Rent Unrestricted	ESX362434	Freehold	MV-T	£116,791	£156,280		81	Ex SMBC CoT
Stonewater Limited	17093	Flat	1	16, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£40,809			28	Ex SMBC CoT
Stonewater Limited	17094	Flat	1	18, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£40,809			28	Ex SMBC CoT
Stonewater Limited	17095	House	3	12, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17096	House	3	14, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17097	House	3	20, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17098	House	3	22, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17099	House	3	24, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17100	House	3	26, Filey Drive, Hamilton, LEICESTER, Leicestershire	Charnwood	LE5 1ET	General Needs Restricted	LT476657	Freehold	EUV-SH	£79,250			28	Ex SMBC CoT
Stonewater Limited	17101	Flat	2	2, Sandringham Lane, POLEGATE, East Sussex	Wealden	BN26 6FR	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£110,271	£140,477		48	Ex SMBC CoT
Stonewater Limited	17102	House	2	56, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FN	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£125,520	£167,960		48	Ex SMBC CoT
Stonewater Limited	17103	House	2	58, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FN	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£125,520	£167,960		48	Ex SMBC CoT
Stonewater Limited	17104	House	3	54, Highgrove Crescent, POLEGATE, East Sussex	Wealden	BN26 6FN	Affordable Rent Unrestricted	ESX367023	Freehold	MV-T	£140,280	£187,710		48	Ex SMBC CoT
Stonewater Limited	17106	House	2	25, Milbourne Way, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FJ	Shared Ownership	WT412593	Freehold	EUV-SH	£72,700			19	Ex SMBC CoT
Stonewater Limited	17107	House	2	23, Milbourne Way, CHIPPENHAM, Wiltshire	Wiltshire	SN15 2FJ	Shared Ownership	WT412593	Freehold	EUV-SH	£72,700			19	Ex SMBC CoT
Stonewater Limited	17109	House	2	2, Woodland Place, MAYFIELD, East Sussex	Wealden	TN20 6DH	Affordable Rent Restricted	ESX338665	Freehold	EUV-SH	£147,584			91	Ex SMBC CoT
Stonewater Limited	17110	House	2	6, Woodland Place, MAYFIELD, East Sussex	Wealden	TN20 6DH	Affordable Rent Restricted	ESX338665	Freehold	EUV-SH	£147,584			91	Ex SMBC CoT
Stonewater Limited	17111	House	3	4, Woodland Place, MAYFIELD, East Sussex	Wealden	TN20 6DH	Affordable Rent Restricted	ESX338665	Freehold	EUV-SH	£162,351			91	Ex SMBC CoT
Stonewater Limited	17112	House	3	1, Woodland Place, MAYFIELD, East Sussex	Wealden	TN20 6DH	Affordable Rent Restricted	ESX338665	Freehold	EUV-SH	£169,719			91	Ex SMBC CoT
Stonewater Limited	17113	House	3	3, Woodland Place, MAYFIELD, East Sussex	Wealden	TN20 6DH	Affordable Rent Restricted	ESX338665	Freehold	EUV-SH	£197,056			91	Ex SMBC CoT
Stonewater Limited	17118	House	3	19, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807898	Freehold	EUV-SH	£165,230			7	Ex SMBC CoT
Stonewater Limited	17119	House	2	9, Kinvor Crescent, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GB	Shared Ownership	HP788311	Freehold	EUV-SH	£118,200			77	Ex SMBC CoT
Stonewater Limited	17120	Flat	1	23, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807898	Freehold	EUV-SH	£90,452			7	Ex SMBC CoT
Stonewater Limited	17121	House	2	11, Kinvor Crescent, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GB	Shared Ownership	HP788311	Freehold	EUV-SH	£118,200			77	Ex SMBC CoT
Stonewater Limited	17122	House	3	14, Malvern Close, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GF	Shared Ownership	HP800224	Freehold	EUV-SH	£114,900			62	Ex SMBC CoT
Stonewater Limited	17123	House	3	16, Malvern Close, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GF	Shared Ownership	HP800224	Freehold	EUV-SH	£137,800			62	Ex SMBC CoT
Stonewater Limited	17124	House	3	47, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£140,000			26	Ex SMBC CoT
Stonewater Limited	17125	House	3	69, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£68,900			26	Ex SMBC CoT
Stonewater Limited	17126	House	3	71, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£137,800			26	Ex SMBC CoT
Stonewater Limited	17127	House	2	14, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Affordable Rent Restricted	HP793464	Freehold	EUV-SH	£143,888			26	Ex SMBC CoT
Stonewater Limited	17128	House	2	16, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Affordable Rent Restricted	HP793464	Freehold	EUV-SH	£143,888			26	Ex SMBC CoT
Stonewater Limited	17129	House	2	50, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Affordable Rent Restricted	HP793464	Freehold	EUV-SH	£143,888			26	Ex SMBC CoT
Stonewater Limited	17130	House	2	52, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Affordable Rent Restricted	HP793464	Freehold	EUV-SH	£143,888			26	Ex SMBC CoT
Stonewater Limited	17131	House	4	54, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Affordable Rent Restricted	HP793464	Freehold	EUV-SH	£191,790			26	Ex SMBC CoT
Stonewater Limited	17132	Flat	1	25, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807898	Freehold	EUV-SH	£90,452			7	Ex SMBC CoT
Stonewater Limited	17133	House	2	29, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807898	Freehold	EUV-SH	£143,492			7	Ex SMBC CoT
Stonewater Limited	17134	House	2	77, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£118,200			26	Ex SMBC CoT
Stonewater Limited	17135	House	3	35, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£137,800			26	Ex SMBC CoT
Stonewater Limited	17136	House	3	18, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GE	Shared Ownership	HP793464	Freehold	EUV-SH	£91,900			26	Ex SMBC CoT
Stonewater Limited	17137	House	3	65, Delamere Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GD	Shared Ownership	HP793464	Freehold	EUV-SH	£137,800			26	Ex SMBC CoT
Stonewater Limited	17138	Flat	1	46, Fore Street, CHARD, Somerset	South Somerset	TA20 1QA	Affordable Rent Unrestricted	WS67765	Freehold	MV-T	£64,800	£75,000		29	Ex SMBC CoT
Stonewater Limited	17139	Flat	1	Flat 1, 31a, Silver Street, CHARD, Somerset	South Somerset	TA20 2AY	Affordable Rent Unrestricted	WS67765	Freehold	MV-T	£55,555	£68,312		29	Ex SMBC CoT
Stonewater Limited	17140	Flat	1	Flat 2, 31a, Silver Street, CHARD, Somerset	South Somerset	TA20 2AY	Affordable Rent Unrestricted	WS67765	Freehold	MV-T	£58,317	£71,708		29	Ex SMBC CoT
Stonewater Limited	17141	Flat	2	Flat 4, 31a, Silver Street, CHARD, Somerset	South Somerset	TA20 2AY	Affordable Rent Unrestricted	WS67765	Freehold	MV-T	£65,216	£80,191		29	Ex SMBC CoT
Stonewater Limited	17154	House	3	37, Savernake Way, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7FA	Shared Ownership	HP788311	Freehold	EUV-SH	£114,900			77	Ex SMBC CoT
Stonewater Limited	17189	Flat	2	42, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17190	Flat	3	43, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£118,066			12	Ex SMBC CoT
Stonewater Limited	17191	House	3	44, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Shared Ownership	HP776153	Freehold	EUV-SH	£93,800			12	Ex SMBC CoT
Stonewater Limited	17192	House	3	45, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Shared Ownership	HP776153	Freehold	EUV-SH	£42,600			12	Ex SMBC CoT
Stonewater Limited	17194	Flat	1	46, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£88,547			12	Ex SMBC CoT
Stonewater Limited	17195	Flat	2	47, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£112,387			12	Ex SMBC CoT
Stonewater Limited	17196	Flat	2	48, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17197	Flat	2	Hayeswater, 49, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£111,071			12	Ex SMBC CoT
Stonewater Limited	17198	Flat	2	Hayeswater, 50, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17199	Flat	2	51, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17200	Flat	2	52, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17201	Flat	2	53, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17202	Flat	2	Crummock, 54, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£106,986			12	Ex SMBC CoT
Stonewater Limited	17203	Flat	2	Crummock, 55, Buttermere Close, SOUTHAMPTON, Hampshire	Southampton	S016 9GL	Affordable Rent Restricted	HP776153	Freehold	EUV-SH	£114,076			12	Ex SMBC CoT
Stonewater Limited	17204	Flat													









Property Schedule  
Housing Association: Stonewater  
Valuer: JLL  
Valuation Date: 26-Jul-21  
Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	39856	House	3	77, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Affordable Rent Restricted	W571830	Freehold	EUV-SH	£111,172			89	Ex SMBC CoT
Stonewater Limited	39857	House	3	79, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Affordable Rent Restricted	W571830	Freehold	EUV-SH	£117,102			89	Ex SMBC CoT
Stonewater Limited	39858	Flat	1	81, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Affordable Rent Restricted	W571830	Freehold	EUV-SH	£58,722			89	Ex SMBC CoT
Stonewater Limited	39859	House	3	83, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Affordable Rent Restricted	W571830	Freehold	EUV-SH	£117,102			89	Ex SMBC CoT
Stonewater Limited	39860	House	3	76, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Shared Ownership	W571830	Freehold	EUV-SH	£71,300			89	Ex SMBC CoT
Stonewater Limited	39861	House	3	78, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Shared Ownership	W571830	Freehold	EUV-SH	£85,500			89	Ex SMBC CoT
Stonewater Limited	39868	House	2	65, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807902	Freehold	EUV-SH	£141,223			9	Ex SMBC CoT
Stonewater Limited	39869	House	2	67, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807902	Freehold	EUV-SH	£141,223			9	Ex SMBC CoT
Stonewater Limited	39870	House	2	69, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP807902	Freehold	EUV-SH	£141,223			9	Ex SMBC CoT
Stonewater Limited	39871	House	3	71, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP803161	Freehold	EUV-SH	£164,334			10	Ex SMBC CoT
Stonewater Limited	39904	House	2	17, Princess Way, AMESBURY, Wiltshire	Wiltshire	SP4 7GH	Affordable Rent Unrestricted	WT424822	Freehold	MV-T	£88,435	£108,741		69	Ex SMBC CoT
Stonewater Limited	39905	House	3	11, Princess Way, AMESBURY, Wiltshire	Wiltshire	SP4 7GH	Affordable Rent Unrestricted	WT424822	Freehold	MV-T	£104,097	£127,999		69	Ex SMBC CoT
Stonewater Limited	40027	Flat	2	22, Fosse Park Road, YEovil, Somerset, ENGLAND	South Somerset	BA20 2FW	Affordable Rent Restricted	W571830	Freehold	EUV-SH	£71,085			89	Ex SMBC CoT
Stonewater Limited	40072	House	2	5, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP807916	Freehold	EUV-SH	£118,200			6	Ex SMBC CoT
Stonewater Limited	40073	House	2	7, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP807916	Freehold	EUV-SH	£98,500			6	Ex SMBC CoT
Stonewater Limited	40074	House	2	47, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP807916	Freehold	EUV-SH	£118,200			6	Ex SMBC CoT
Stonewater Limited	40075	House	2	49, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP807916	Freehold	EUV-SH	£118,200			6	Ex SMBC CoT
Stonewater Limited	40076	House	3	73, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP803161	Freehold	EUV-SH	£137,800			10	Ex SMBC CoT
Stonewater Limited	40078	House	2	1 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£79,666	£97,959		90	Ex SMBC CoT
Stonewater Limited	40079	House	2	2 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£79,666	£97,959		90	Ex SMBC CoT
Stonewater Limited	40080	House	1	3 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£67,997	£83,610		90	Ex SMBC CoT
Stonewater Limited	40081	House	3	4 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£93,838	£115,385		90	Ex SMBC CoT
Stonewater Limited	40082	House	3	5 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£93,838	£115,385		90	Ex SMBC CoT
Stonewater Limited	40083	House	1	6 Winsley Way, Chilcompton, RADSTOCK, Somerset	Mendip	BA3 4XF	Affordable Rent Unrestricted	ST111451	Freehold	MV-T	£67,997	£83,610		90	Ex SMBC CoT
Stonewater Limited	40084	House	3	1, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40085	House	3	2, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40086	House	3	3, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40087	House	3	4, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40088	House	3	5, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40089	House	3	6, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£106,551			45	Ex SMBC CoT
Stonewater Limited	40090	House	3	9, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40091	House	3	15, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£106,551			45	Ex SMBC CoT
Stonewater Limited	40092	House	3	16, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£106,551			45	Ex SMBC CoT
Stonewater Limited	40093	House	3	20, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40094	House	3	21, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40095	House	3	22, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40097	Flat	1	23, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£66,449			45	Ex SMBC CoT
Stonewater Limited	40099	Flat	2	24, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£80,357			45	Ex SMBC CoT
Stonewater Limited	40100	House	3	26, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40101	House	3	27, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40102	House	3	28, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£120,700			45	Ex SMBC CoT
Stonewater Limited	40103	House	3	29, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£118,374			45	Ex SMBC CoT
Stonewater Limited	40104	House	2	30, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£97,430			45	Ex SMBC CoT
Stonewater Limited	40105	House	2	31, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£92,403			45	Ex SMBC CoT
Stonewater Limited	40106	House	2	32, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£95,375			45	Ex SMBC CoT
Stonewater Limited	40107	House	2	33, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£92,403			45	Ex SMBC CoT
Stonewater Limited	40108	House	3	34, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£109,434			45	Ex SMBC CoT
Stonewater Limited	40109	House	3	35, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Affordable Rent Restricted	AV160222	Freehold	EUV-SH	£110,088			45	Ex SMBC CoT
Stonewater Limited	40110	House	3	7, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£64,500			45	Ex SMBC CoT
Stonewater Limited	40111	House	3	8, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£90,000			45	Ex SMBC CoT
Stonewater Limited	40112	House	3	10, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£96,800			45	Ex SMBC CoT
Stonewater Limited	40113	House	2	11, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£79,300			45	Ex SMBC CoT
Stonewater Limited	40114	House	2	12, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£78,200			45	Ex SMBC CoT
Stonewater Limited	40115	House	2	13, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£79,900			45	Ex SMBC CoT
Stonewater Limited	40116	House	2	14, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£79,300			45	Ex SMBC CoT
Stonewater Limited	40117	House	3	17, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£96,800			45	Ex SMBC CoT
Stonewater Limited	40118	House	3	18, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£96,800			45	Ex SMBC CoT
Stonewater Limited	40119	House	3	19, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£32,700			45	Ex SMBC CoT
Stonewater Limited	40120	House	3	25, Hay Grove, WESTON SUPER MARE, Somerset	North Somerset	BS23 3FQ	Shared Ownership	AV160222	Freehold	EUV-SH	£92,600			45	Ex SMBC CoT
Stonewater Limited	40203	House	3	46, Ayrshire Road, WATERLOOVILLE, Hampshire	Winchester	PO7 7TT	Shared Ownership	HP790052	Freehold	EUV-SH	£95,700			82	Ex SMBC CoT
Stonewater Limited	40204	House	3	48, Ayrshire Road, WATERLOOVILLE, Hampshire	Winchester	PO7 7TT	Shared Ownership	HP790052	Freehold	EUV-SH	£117,000			82	Ex SMBC CoT
Stonewater Limited	40238	House	2	36, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP815201	Freehold	EUV-SH	£148,726			8	Ex SMBC CoT
Stonewater Limited	40239	House	4	38, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP815201	Freehold	EUV-SH	£206,692			8	Ex SMBC CoT
Stonewater Limited	40241	Flat	2	44, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP815201	Freehold	EUV-SH	£67,500			8	Ex SMBC CoT
Stonewater Limited	40242	Flat	2	46, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP815201	Freehold	EUV-SH	£67,500			8	Ex SMBC CoT
Stonewater Limited	40243	House	2	34, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP815201	Freehold	EUV-SH	£118,200			8	Ex SMBC CoT
Stonewater Limited	40244	House	3	40, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Shared Ownership	HP815201	Freehold	EUV-SH	£146,300			8	Ex SMBC CoT
Stonewater Limited	40245	Flat	2	42, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP815201	Freehold	EUV-SH	£116,296			8	Ex SMBC CoT
Stonewater Limited	40246	Flat	1	48, Brendon Gardens, Fair Oak, EASTLEIGH, Hampshire	Eastleigh	S050 7GG	Affordable Rent Restricted	HP815201	Freehold	EUV-SH	£90,452			8	Ex SMBC CoT
Stonewater Limited	40249	Flat	1	85, Old Fosse Park Road, YEovil, Somerset	South Somerset	BA20 2FW	Supported Restricted	W571830	Freehold	EUV-SH	£49,985			89	Ex SMBC CoT
Stonewater Limited	40250	Flat	1	87, Old Fosse Park Road, YEovil, Somerset	South Somerset	BA20 2FW	Supported Restricted	W571830	Freehold	EUV-SH	£50,493			89	Ex SMBC CoT
Stonewater Limited	40252	Flat	1	91, Old Fosse Park Road, YEovil, Somerset	South Somerset	BA20 2FW	Supported Restricted	W571830	Freehold	EUV-SH	£49,985			89	Ex SMBC CoT
Stonewater Limited	40253	Flat	1	93, Old Fosse Park Road, YEovil, Somerset	South Somerset	BA20 2FW	Supported Restricted	W571830	Freehold	EUV-SH	£49,985			89	Ex SMBC CoT
Stonewater Limited	40254	Flat	1	95, Old Fosse Park Road, YEovil, Somerset	South Somerset	BA20 2FW	Supported Restricted	W571830	Freehold						





Property Schedule  
 Housing Association: Stonewater  
 Valuer: JLL  
 Valuation Date: 26-Jul-21  
 Valuation: Project Malachite

Company	Property Reference Number	JLL Property Type	Bedrooms	Address 1	Local Authority	Postcode	Business Stream	Title	Freehold/Leasehold	Basis of Valuation	EUV-SH	MV-T	Tranche	CoT Scheme ID	COT
Stonewater Limited	41179	House	3	26, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	41180	House	3	28, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£71,793	£110,249		2	Ex SMBC CoT
Stonewater Limited	41181	House	3	30, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£71,793	£110,249		2	Ex SMBC CoT
Stonewater Limited	41182	House	3	32, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£65,940	£101,260		2	Ex SMBC CoT
Stonewater Limited	41183	House	3	34, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	41184	House	3	36, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£70,150	£107,726		2	Ex SMBC CoT
Stonewater Limited	41185	House	3	38, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£70,150	£107,726		2	Ex SMBC CoT
Stonewater Limited	41186	House	3	40, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	41187	House	3	42, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£65,933	£101,250		2	Ex SMBC CoT
Stonewater Limited	41188	House	3	44, Ensign Close, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TU	General Needs Unrestricted	WM163146	Freehold	MV-T	£71,793	£110,249		2	Ex SMBC CoT
Stonewater Limited	41189	House	3	49, Banner Lane, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TT	General Needs Unrestricted	WM163146	Freehold	MV-T	£71,793	£110,249		2	Ex SMBC CoT
Stonewater Limited	41190	House	3	51, Banner Lane, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TT	General Needs Unrestricted	WM163146	Freehold	MV-T	£65,933	£101,250		2	Ex SMBC CoT
Stonewater Limited	41191	House	3	53, Banner Lane, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TT	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	41192	House	3	55, Banner Lane, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TT	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	41193	House	3	57, Banner Lane, Tanyard Farm, COVENTRY, West Midlands	Coventry	CV4 9TT	General Needs Unrestricted	WM163146	Freehold	MV-T	£67,363	£103,446		2	Ex SMBC CoT
Stonewater Limited	44739	Flat	1	The Abingdon Foyer, 1, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£65,762	£155,194		71	Ex SMBC CoT
Stonewater Limited	44740	Flat	1	The Abingdon Foyer, 2, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£65,762	£155,194		71	Ex SMBC CoT
Stonewater Limited	44741	Flat	1	The Abingdon Foyer, 3, Regal Close, ABINGDON, Oxon	Vale of White Horse	OX14 5FR	Supported Unrestricted	ON242011	Freehold	MV-T	£65,762	£155,194		71	Ex SMBC CoT
Stonewater Limited	40631	House	4	2, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£109,205	£134,280			Stonewater Limited
Stonewater Limited	40632	House	3	4, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£92,451	£113,679			Stonewater Limited
Stonewater Limited	40633	House	3	6, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£92,451	£113,679			Stonewater Limited
Stonewater Limited	40634	House	3	8, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£98,030	£120,539			Stonewater Limited
Stonewater Limited	40635	House	4	14, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£109,205	£134,280			Stonewater Limited
Stonewater Limited	40636	House	3	11, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£93,410	£114,859			Stonewater Limited
Stonewater Limited	40637	House	2	13, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40638	House	2	15, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40639	House	2	16, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40640	House	2	17, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40641	House	3	18, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£93,410	£114,859			Stonewater Limited
Stonewater Limited	40642	House	2	19, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40643	House	2	20, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40644	House	3	22, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£93,410	£114,859			Stonewater Limited
Stonewater Limited	40645	House	1	24, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£68,027	£83,647			Stonewater Limited
Stonewater Limited	40646	House	2	26, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£82,127	£100,984			Stonewater Limited
Stonewater Limited	40647	House	3	28, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£93,410	£114,859			Stonewater Limited
Stonewater Limited	40648	House	1	30, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£68,027	£83,647			Stonewater Limited
Stonewater Limited	40649	House	1	32, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£68,027	£83,647			Stonewater Limited
Stonewater Limited	40650	House	4	34, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Affordable Rent Unrestricted	WS78136	Freehold	MV-T	£110,332	£135,666			Stonewater Limited
Stonewater Limited	40651	House	2	1, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£78,000				Stonewater Limited
Stonewater Limited	40652	House	2	3, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£75,900				Stonewater Limited
Stonewater Limited	40654	House	3	7, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£88,500				Stonewater Limited
Stonewater Limited	40655	House	3	9, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£94,900				Stonewater Limited
Stonewater Limited	40656	House	3	10, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£80,500				Stonewater Limited
Stonewater Limited	40657	House	2	12, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£28,500				Stonewater Limited
Stonewater Limited	40658	House	2	21, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£62,100				Stonewater Limited
Stonewater Limited	40659	House	2	23, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£73,800				Stonewater Limited
Stonewater Limited	40660	House	3	25, Chestnut Lane, Evercreech, SHEPTON MALLET, Somerset	Somerset	BA4 6BU	Shared Ownership	WS78136	Freehold	EUV-SH	£88,500				Stonewater Limited
Stonewater Limited	40911	House	3	4, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£147,208				Stonewater Limited
Stonewater Limited	40912	House	3	3, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£151,169				Stonewater Limited
Stonewater Limited	40913	House	3	5, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£147,208				Stonewater Limited
Stonewater Limited	40914	House	3	6, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£147,208				Stonewater Limited
Stonewater Limited	40915	House	3	7, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£151,169				Stonewater Limited
Stonewater Limited	40916	House	2	8, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£128,582				Stonewater Limited
Stonewater Limited	40917	House	2	9, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5SU	Affordable Rent Restricted	ON324693	Freehold	EUV-SH	£128,582				Stonewater Limited
Stonewater Limited	40908	House	2	2, Burrows Crescent, CHIPPING NORTON, Oxfordshire		OX7 5TZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£128,654	£172,155			Stonewater Limited
Stonewater Limited	40909	House	2	4, Burrows Crescent, CHIPPING NORTON, Oxfordshire		OX7 5TZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£128,654	£172,155			Stonewater Limited
Stonewater Limited	40910	House	2	6, Burrows Crescent, CHIPPING NORTON, Oxfordshire		OX7 5TZ	Affordable Rent Unrestricted	ON324693	Freehold	MV-T	£128,654	£172,155			Stonewater Limited
Stonewater Limited	40919	House	2	2, Stares Court, CHIPPING NORTON, Oxfordshire		OX7 5TZ	Shared Ownership	ON324693	Freehold	EUV-SH	£51,600				Stonewater Limited
Stonewater Limited	16357	House	3	37, Sedge Place, WEYMOUTH, Dorset	Dorset	DT3 6FN	Shared Ownership	DT407224	Freehold	EUV-SH	£69,000				Stonewater Limited
Stonewater Limited	5425	House		6, Pitchers, Salwayash, BRIDPORT, Dorset			Nil Value	DT182407					S1 - Titles from STO61/103	101	Stonewater Limited
Stonewater Limited	5443	House		7, Pitchers, Salwayash, BRIDPORT, Dorset			Nil Value	DT182378					S1 - Titles from STO61/103	102	Stonewater Limited
Stonewater Limited	17507	House		7, Brighton Road, CRAWLEY, West Sussex			Nil Value	WSX55888					S1 - Titles from STO61/100	13	Stonewater Limited
Stonewater Limited	17508	House		5, Brighton Road, CRAWLEY, West Sussex			Nil Value	WSX55888					S1 - Titles from STO61/100	13	Stonewater Limited
Stonewater Limited	11881	House		1 Magnus Place, Ropetackle, SHOREHAM BY SEA, West Sussex			Nil Value	WSX284242					S1 - Titles from STO61/103	86	Stonewater Limited
Stonewater Limited	11883	House		3 Magnus Place, Ropetackle, SHOREHAM BY SEA, West Sussex			Nil Value	WSX284242					S1 - Titles from STO61/103	86	Stonewater Limited
Stonewater Limited	11884	House		4 Magnus Place, Ropetackle, SHOREHAM BY SEA, West Sussex			Nil Value	WSX284242					S1 - Titles from STO61/103	86	Stonewater Limited
Stonewater Limited	11886	House		6 Magnus Place, Ropetackle, SHOREHAM BY SEA, West Sussex			Nil Value	WSX284242					S1 - Titles from STO61/103	86	Stonewater Limited
Stonewater Limited	17534	House		15, Wardington Road, BANBURY, Oxfordshire			Nil Value	ON324130					S3 - Titles from STO61/49	53	Stonewater Limited
Stonewater Limited	26828	House		59, Bredon Road, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND			Nil Value	WM176686					S3 - Titles from STO61/49	34	Stonewater Limited
Stonewater (2) Limited	32723	House		22, Crown Quay, Prebend Street, BEDFORD, ENGLAND			Nil Value	BD223524					S2 - Titles from STO61/35	6	Stonewater (2)
Stonewater Limited	40122	House		19, Lee Valley Close, ANDOVER, Hampshire			Nil Value	HP806315					S1 - Titles from STO61/65	78	Stonewater Limited
Stonewater Limited	24478	House		53, Armstrong Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND			Nil Value	WM176686							Stonewater Limited
Stonewater Limited	26801	House		1, Churchward Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND			Nil Value	WM176686							Stonewater Limited
Stonewater Limited	34124	House		23, Gooch Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND			Nil Value	WM176686							Stonewater Limited
Stonewater Limited	34128	House		27, Gooch Close, Penfields, Amblecote, STOURBRIDGE, West Midlands, ENGLAND			Nil Value	WM176686							Stonewater Limited
Stonewater Limited	12088	Flat	1	1 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12089	Flat	1	2 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12090	Flat	1	3 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12091	Flat	1	4 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12092	Flat	1	5 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12093	Flat	1	6 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12094	Flat	1	7 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	12095	Flat	1	8 Brook Court, Redford Avenue, HORSHAM, West Sussex			Nil Value	WSX271505						11	Ex SMBC CoT
Stonewater Limited	17485	Flat	2	1 Balwen House, Tamworth Road, WATERLOOVILLE, Hampshire	Nil Value	HP790052	Nil Value	HP790052							Ex SMBC CoT

£232,260,000    £144,940,000    Ex SMBC CoT

## Appendix 2

### Location Plan

# Stonewater EMTN – Project Malachite





# Appendix 3

## Photographs



BA4 6BU, 2, Chestnut Lane, Evercreech, SHEPTON MALLET,  
Somerset



BA4 6BU, 24, Chestnut Lane, Evercreech, SHEPTON MALLET,  
Somerset



BD20 7AE, 41, Greenroyd Mill, SUTTON-IN-CRAVEN, Keighley, ENGLAND



BH15 1FD, Flat 5 Hucklesby Court, 2, Globe Lane, POOLE, Dorset



BN18 0FR, 75, Navigation Drive, YAPTON, West Sussex



BN18 9NP, 9a Hurst Cottages, East Street, Amberley, ARUNDEL,  
West Sussex



DT1 3DF, 54, Liscombe Street, Poundbury, DORCHESTER, Dorset -



DT2 9UQ, 2, Harvest Hill, Charminster, DORCHESTER, Dorset



DT2 9UW, Flat 6 Highlands Court, 1, Ryelands Way, Charminster,  
DORCHESTER, Dorset -



DT3 6FR, 1 Jamieson Court, Harebell Drive, Littlemoor, WEYMOUTH,  
Dorset



DT6 5QS, 6, Pitchers, Salwayash, BRIDPORT, Dorset



HR6 9BZ, 2, Bar Meadow, SHOBDON, Herefordshire, ENGLAND

# Appendix 4

## Market Commentary



## UK housing market overview

The Bank of England forecasts that the economy will grow by 7.25% over the course 2021, as restrictions imposed due to COVID-19 are lifted. The economy shrank by 1.5% during Q1 but grew 2.1% in March and is set to recover to pre-COVID levels over the remainder of the year.

THE UK HPI (ONS) reported an 10.2% annual increase in house prices in March 2021, the strongest rate of annual price growth since August 2007. Driven by a surge in market activity prior to the original Stamp Duty Land Tax holiday deadline, an estimated 190,980 sales (seasonally adjusted) were recorded in March 2021, the highest monthly total ever recorded. Sales in Q1 2021 were up 31% compared to the final three months of 2020 (HMRC).

According to Rightmove, nearly one in four (23%) properties that had a sale agreed in March had been on the market for less than a week. Buyer demand has been strong since the start of 2021, creating one of the busiest sales markets in years. The value of homes sold subject to contract in the first 15 weeks of the year is almost double 2019 and 2020 figures (Zoopla).

95,696 mortgages were approved in March 2021, 51.5% higher than in March 2020 and 21.2% higher than in February 2021. Annual mortgages in the year to March 2021 surpassed 861,000, higher than pre-pandemic levels which had hovered around 800,000 for several years. Net mortgage borrowing was £11.8 billion in March, the strongest since the series began in April 1993.

102,460 private new homes were started in 2020, -16% fewer than 2019. Q2 2020 marked the lowest quarter for construction starts since 2009. 121,850 private new homes completed in 2020, -15% fewer than 2019. Activity rebounded in the final quarter with 44,000 private completions, a quarterly increase of 28%.

## UK housing market forecast

The UK housing market is set to continue to confound expectations with JLL now predicting strong house price growth across all markets in 2021. Shifting living priorities will continue to drive buyer and renter behaviour in 2021 with a dedicated space for home working and a garden becoming more of a focus.

However, demand for city living will also bounce back in 2021 with a growing appetite to return to social, bustling urban centres, particularly driven by younger generations.

Despite Covid-19 causing a record contraction in GDP and rising unemployment, over the past 12 months the UK housing market has seen the highest level of house price growth since before the EU Referendum in June 2016. Prices have continued to grow strongly in 2021 on the back of the supportive UK Government measures such as the extended Stamp Duty holiday, 95% Mortgage Guarantee scheme and the speed of the COVID-19 vaccine rollout.

JLL now forecasts that price growth will be 4.5% in the UK.

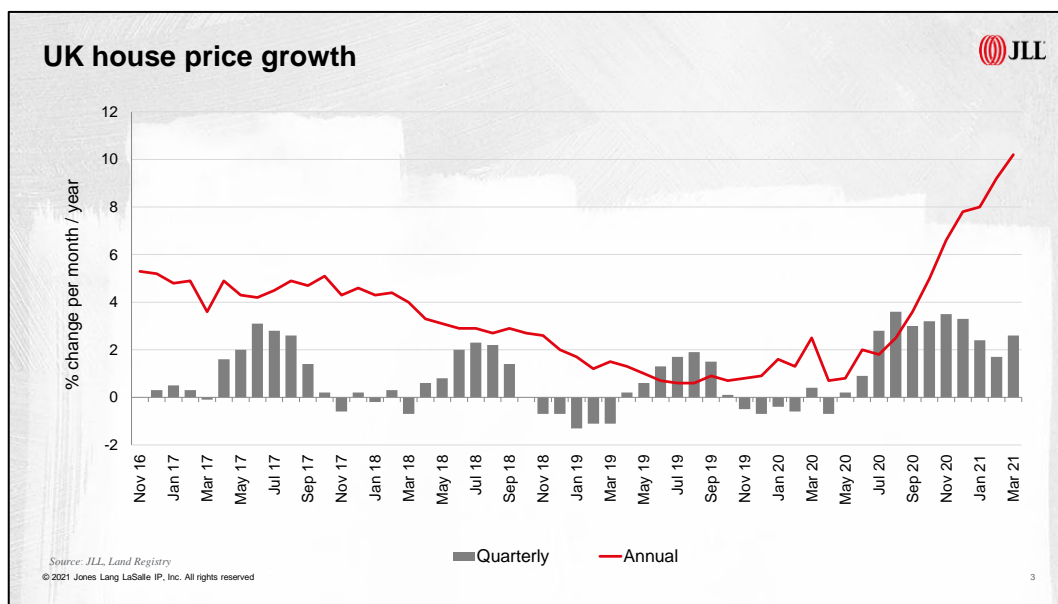
UK forecasts	2021	2022	2023	2024	2025	Total 2021-25	Average pa
Rental value change (% pa)	0.5	2.0	2.5	2.5	2.5	10.0	2.0
House price change (% pa)	4.5	2.5	4.0	5.0	4.5	20.5	4.1

## UK housing market analysis

Using a selection of data from Government sources, including Land Registry, HMRC and MHCLG, as well as survey data collected by the RICS (the Royal Institution of Chartered Surveyors), this section provides a detailed analysis of the UK housing market.

### House price growth

Price growth has shown no sign of slowing since the re-opening of the housing market, reaching 10.2% in the year to the end of March 2021. In the three months to March 2021, house prices increased by 2.6%, following a 3.3% increase in the final quarter of 2020.

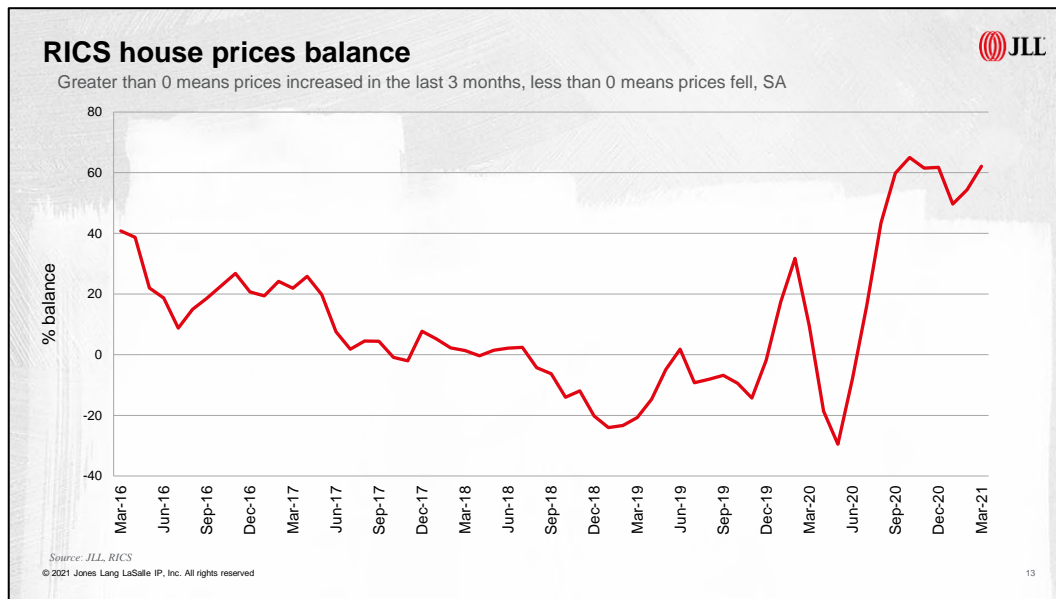


### Housing supply and demand

The following section analyses data from the RICS Housing Market Survey, a useful tool when analysing demand, supply and pricing in the UK housing market. The data is sourced from a survey of chartered surveyors across the UK and it includes a range of questions from their future perceptions of the market to how the market has moved in the preceding three months.

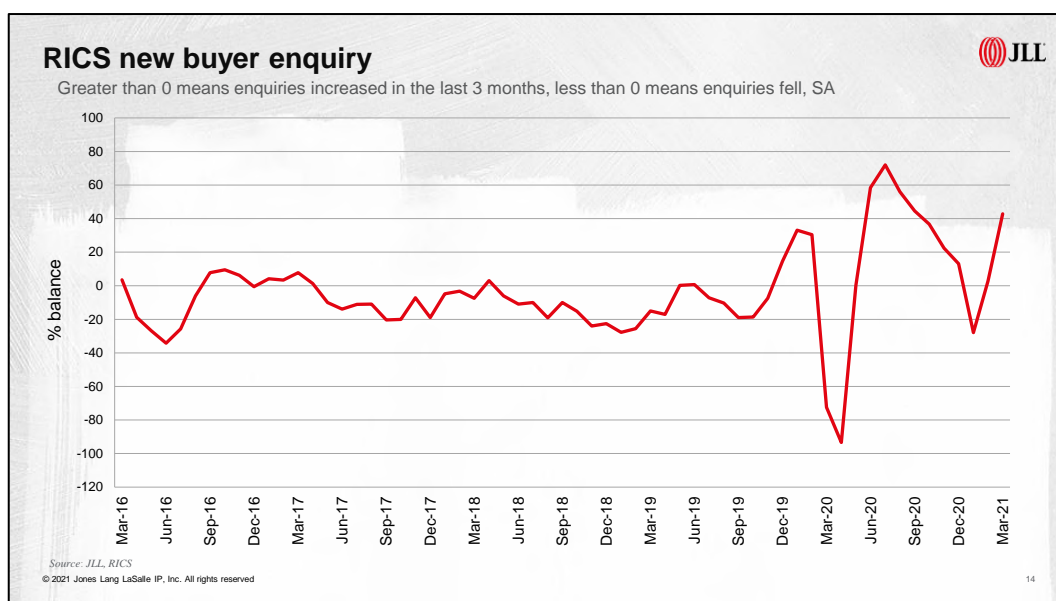
Several results are presented through a balance of surveyor views. Results below zero indicate that demand/supply/price is falling while positive values reveal a rise in demand/supply/price. Each value describes the rate at which demand/supply/price is growing or falling which are useful in analysing the momentum of the market. The findings of the survey are presented below.

The RICS survey reveals that, on a seasonally adjusted basis, the price balance was +62.1 in March 2021. This is a slight increase from December 2020 when the balance was +61.8. This suggests that the majority of surveyors agree that prices have increased in Q1 2021.

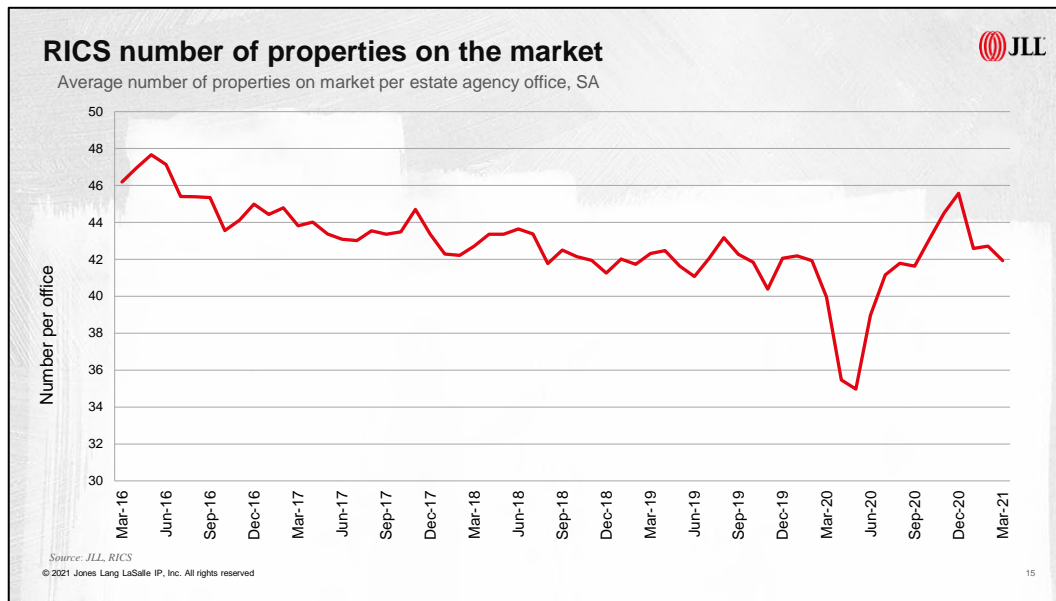


The chart below reveals the difference in the proportion of surveyors who believe that the number of new buyer enquiries, in the last three months, has risen against those who believe that they have fallen. Any figures below zero indicate that more surveyors feel that demand has fallen rather than risen in the last three months. The balance reveals not only the changes in demand but also how quickly levels of demand have moved.

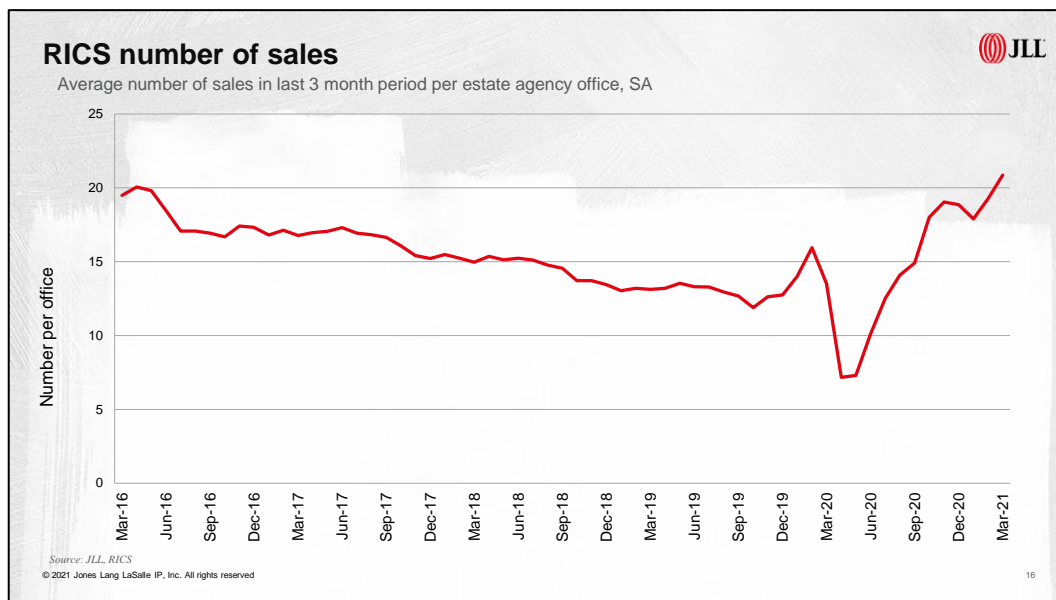
The RICS survey reveals that, on a seasonally adjusted basis, housing demand has fluctuated greatly over the past year. While housing demand fell in January 2021 (-28.0%), it has recovered and reached a balance of +42.8% in March 2021.



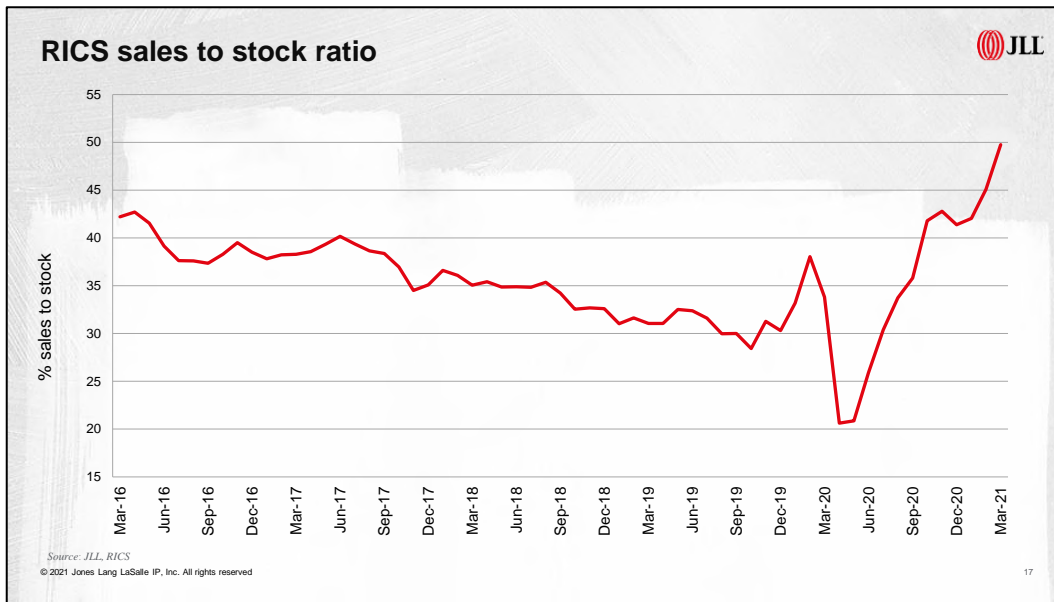
According to the RICS survey, the average number of properties on the market has decreased since December 2020, falling to 41.9 properties per estate agent office, in line with pre-pandemic levels.



The average number of sales per month per estate agency office rose to 22.2 in March 2021. This is up significantly from the average of 7 sales per estate agency office in the three months to May 2020, and is a level of sales activity not seen since mid-2014.

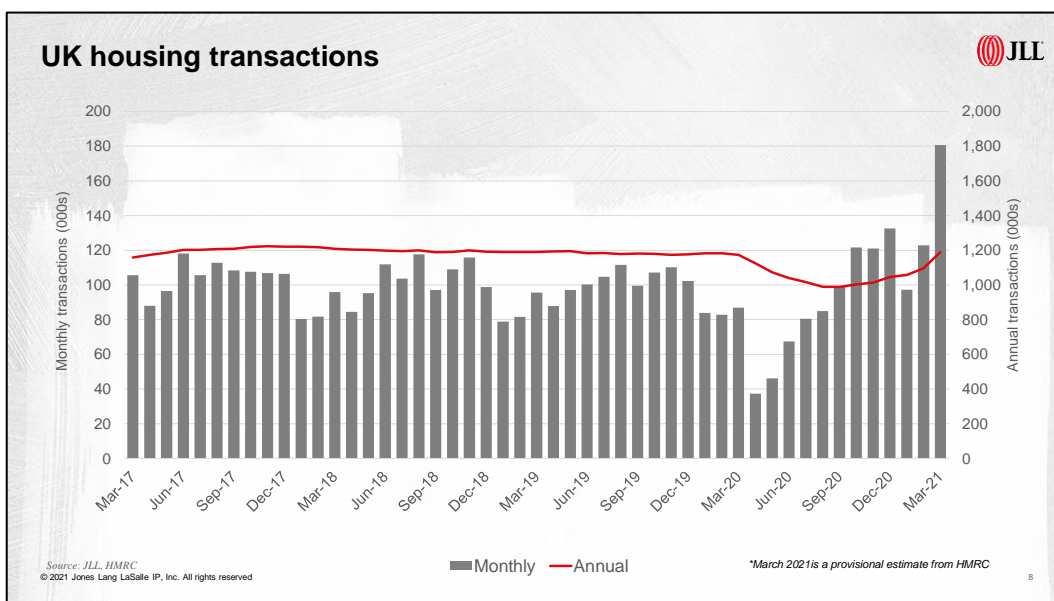


Further data from the RICS survey reveals that the sales to stock ratio has continued to increase in early 2021, reaching 49.8 in March 2021. This is indicative of the pressure being put on supply by the high level of demand.



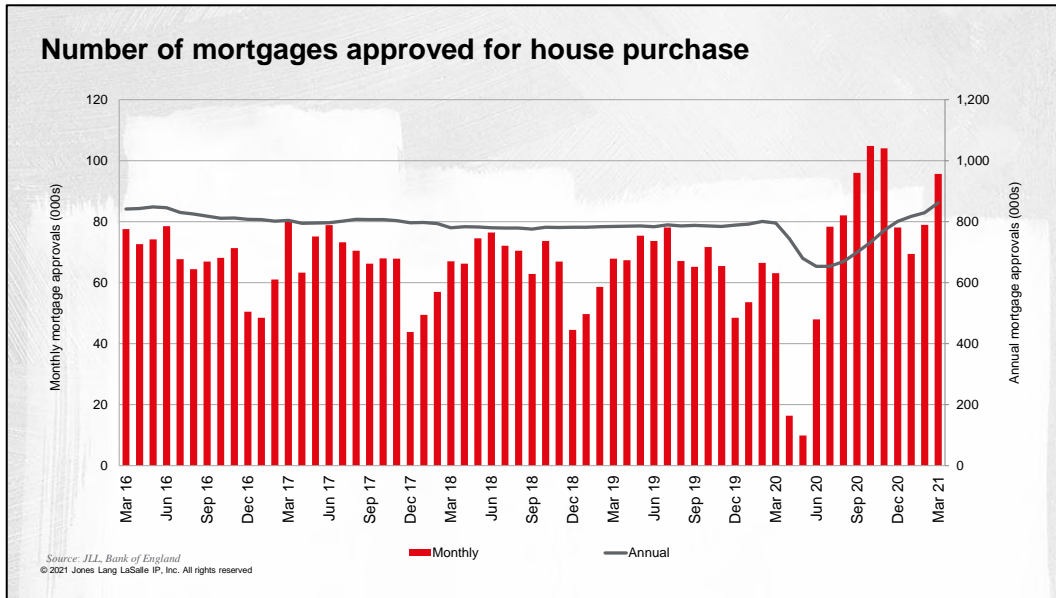
## Housing transactions

HMRC data reveals that transactions have reached unprecedented levels in March 2021. The HMRC provisionally estimates that there were 180,690 transactions in March (NSA). This is a 49.6% increase on February 2021 and a 107.9% increase on March 2020. On an annual basis, transactions to December 2020 are estimated to total 1,190,000, 1.3% above total transactions in the year to March 2020.



## The mortgage market

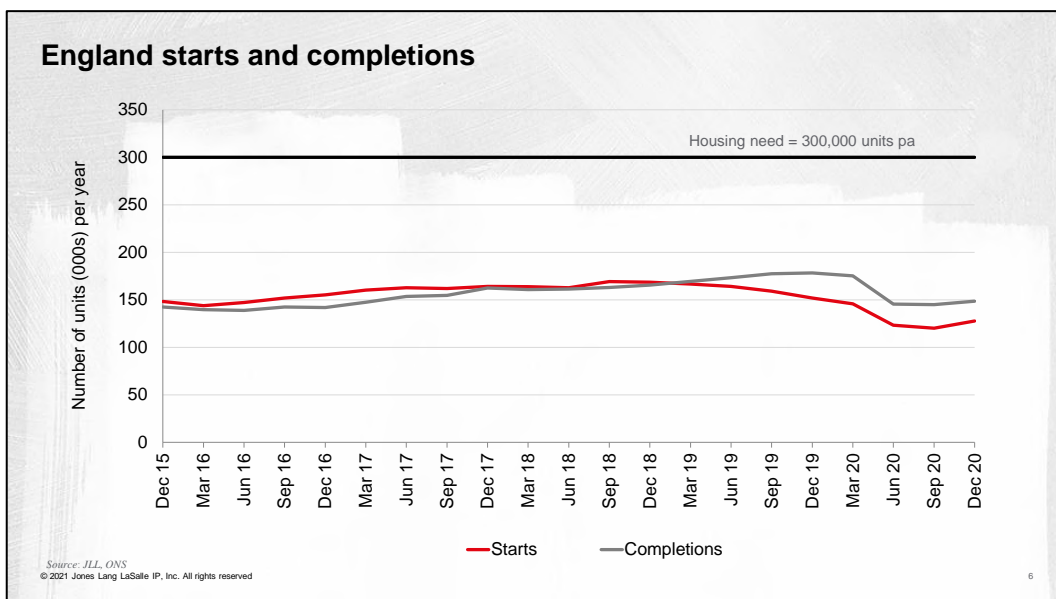
Data from the Bank of England shows that monthly national mortgage approvals have increased 21.2% to 95,696. On an annual basis mortgage lending has surpassed pre-pandemic levels, with the number of mortgages approved to March 2021 8.3% above the number approved to March 2020.



## Housing development

The number of housing starts in England decreased by 15.9% in the year to Q4 2020. There were approximately 127,580 starts in the year to Q4, above the 120,100 starts to Q3 2020 and below the 151,750 to Q4 2019. Annual completions across England decreased by 16.6% in the year to December 2020. There were 148,620 completions, compared with 178,300 a year earlier.

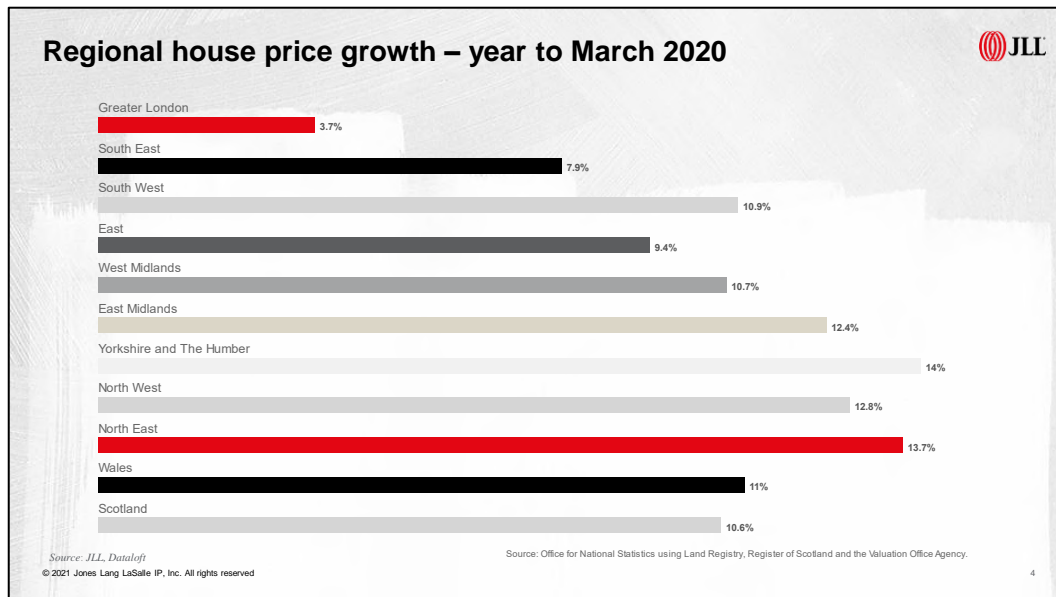
Over the past ten years, housing construction in England has consistently been well below the delivery target of 240,000-300,000 homes per annum.



## Regional house price growth

Data from Land Registry reveals that house prices have increased in all regions in the year to July 2020. Overall, the North and Midlands have seen the most price growth while London has seen the least.

Regional house price growth in Greater London and Yorkshire and the Humber increased by 14.0% in the year to March 2020, the highest increase of any region. This is followed by a rise of 13.7% in the North East and 12.8% in the North West.





## JLL

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## About JLL

JLL (NYSE: JLL) is a leading professional services firm that specializes in real estate and investment management. Our vision is to reimagine the world of real estate, creating rewarding opportunities and amazing spaces where people can achieve their ambitions. In doing so, we will build a better tomorrow for our clients, our people and our communities. JLL is a Fortune 500 company with annual revenue of \$16.3 billion, operations in over 80 countries and a global workforce of over 90,000 as of December 31, 2021. JLL is the brand name, and a registered trademark, of Jones Lang LaSalle Incorporated. For further information, visit [jll.com](http://jll.com).

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## Taxation

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

### United Kingdom Taxation

*The following is a summary of the Issuer's understanding of current United Kingdom law and published HM Revenue & Customs' practice relating only to the United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) in respect of Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.*

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes carry a right to interest and the Notes are and continue to be "quoted Eurobonds" for the purposes of section 987 of the Income Tax Act 2007. The definition of a quoted Eurobond changed with effect from 31 December 2020 as a result of legislative amendments made in connection with the United Kingdom's withdrawal from the European Union. Under the amended definition a Note will be a quoted Eurobond provided that it is admitted to trading on a "multilateral trading facility" operated by a "regulated recognised stock exchange". The ISM is a multilateral trading facility for the purposes of the amended section 987, and the London Stock Exchange is expected to be a regulated recognised stock exchange.

Provided, therefore, that the Notes carry a right to interest and are and remain admitted to trading on a multilateral trading facility operated by a regulated recognised stock exchange, interest on the Notes will be payable without deduction of or withholding on account of United Kingdom tax.

Payments of interest on Notes may be made without deduction of or withholding on account of United Kingdom tax where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

### The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has ceased to participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 (as amended or superseded) are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

It is not clear how the FTT would apply to the UK notwithstanding the UK's withdrawal from the European Union.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

### **Foreign Account Tax Compliance Act**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the relevant Issuer). However, if additional Notes (as described under "*Conditions of the Notes – Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

## Subscription and Sale

The Dealers have, in a Programme Agreement dated 26 July 2021 (as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**), agreed with the Obligors a basis upon which they or any of them may from time to time agree to purchase Notes (other than any Retained Notes). Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Conditions of the Notes*". In the Programme Agreement, the Issuer (and, failing whom, each Borrower) has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

### United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or, if Category 2 is specified in the applicable Pricing Supplement, to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations.

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

The applicable Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply.

If Category 2 is specified in the applicable Pricing Supplement, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

If Category 1 is specified in the applicable Pricing Supplement, the Notes are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

### Prohibition of sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by these Programme Admission Particulars as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the EEA.

For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or both) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) the expression **an offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by these Programme Admission Particulars as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the UK.

For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or both) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; and
- (b) the expression **an offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year:
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

- (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Obligors; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### **Republic of Korea**

The Notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act (**FSCMA**). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, directly or indirectly, in the Republic of Korea or to any resident (as such term is defined in the Foreign Exchange Transaction Law) of the Republic of Korea for a period of one (1) year from the date of issuance of the Notes, except:

- (a) to or for the account or benefit of a resident of the Republic of Korea which falls within certain categories of "professional investors" as specified in the FSCMA, its Enforcement Decree and the Regulation on Securities Issuance and Disclosure, in the case that the Notes are issued as bonds other than convertible bonds, bonds with warrants or exchangeable bonds, and where other relevant requirements are further satisfied: or
- (b) as otherwise permitted under applicable laws and regulations in the Republic of Korea.

### **Australia**

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the **Corporations Act**)) in relation to the Programme or any Notes has been or will be lodged with the Australian Securities and Investments Commission (**ASIC**). Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it:

- (a) has not (directly or indirectly) offered, and will not offer for issue or sale and has not invited, and will not invite, applications for issue, or offers to purchase, the Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and

- (b) has not distributed or published, and will not distribute or publish, any information memorandum, advertisement or other offering material relating to the Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least AUD500,000 (or its equivalent in other currencies, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act;
- (ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;
- (iii) such action complies with all applicable laws, regulations and directives; and
- (iv) such action does not require any document to be lodged with ASIC.

### **Hong Kong**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the **SFO**) other than:
  - (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or
  - (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMPO)**) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

### **Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that these Programme Admission Particulars have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, these Programme Admission Particulars or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the SFA pursuant to Section 274 of the SFA);
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (A) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (B) where no consideration is or will be given for the transfer;
- (C) where the transfer is by operation of law;
- (D) as specified in Section 276(7) of the SFA; or
- (E) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

### **General**

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes these Programme Admission Particulars and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Obligors, the Note Trustee and any Dealer shall have any responsibility therefor.

None of the Obligors, the Note Trustee and any Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## General Information

### Authorisation

The establishment of the Programme and the issue of Notes have been duly authorised by resolutions of the Finance Challenge and Assurance Panel of each of the Issuer and the Original Borrowers dated 20 July 2021 acting under delegated authority from the Board of each of the Original Borrowers under terms of reference approved by the Board of each of the Original Borrowers on 18 January 2021 and under terms of reference approved by the Board of the Issuer on 19 July 2021.

### Admission to trading of Notes

It is expected that each Tranche of Notes which is to be admitted to trading on the ISM will be admitted separately as and when issued, subject only to the issue of one or more Global Notes initially representing the Notes of such Tranche. Application has been made to the London Stock Exchange for such Notes to be admitted to trading on the ISM. The admission to trading of the Programme in respect of Notes is expected to be granted on or before 27 July 2021.

### Documents Available

For the period of 12 months following the date of these Programme Admission Particulars, copies of the following documents will be available for inspection from the registered office of the Issuer and from the specified office of the Principal Paying Agent for the time being in London:

- (a) the constitutional documents of the Issuer and each Borrower;
- (b) the Financial Statements (the Issuer and the Original Borrowers currently prepare audited accounts on an annual basis);
- (c) the most recently published audited annual financial statements of each Obligor and the most recently published unaudited interim financial statements (if any) of each Obligor, in each case together with any audit or review reports prepared in connection therewith;
- (d) the Note Trust Deed, the Agency Agreement, the Account Agreement, the Custody Agreement, the Retained Note Custody Agreement, the Loan Agreements, the Legal Mortgages, the Security Trust Deed and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
- (e) these Programme Admission Particulars;
- (f) the Valuation Report; and
- (g) any future programme memoranda, offering circulars, prospectuses, information memoranda, supplements, Pricing Supplements to these Programme Admission Particulars and any other documents incorporated herein or therein by reference.

### Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.



The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Conditions for determining price**

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Issues of Notes**

The Issuer intends to make available details of all issues of Notes under the Programme through a regulatory information service and, to the extent that any such Notes are to be admitted to trading on the ISM, the applicable Pricing Supplement will be published on the website of the London Stock Exchange plc through a regulatory information service or will be published in such other manner permitted by the ISM Rulebook.

### **Characteristics of underlying assets**

The Loan Agreements will have characteristics that demonstrate capacity to produce funds to service any payments due and payable on any Notes.

### **Significant Change**

There has been no significant change in the financial or trading position of the Issuer, any Original Borrower or the Group, in each case since 31 March 2021.

### **Material Change**

There has been no material adverse change in the prospects of the Issuer, any Original Borrower or the Group, in each case since 31 March 2021.

### **Litigation**

Neither the Issuer nor any Original Borrower is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) of which the Issuer or such Original Borrower is aware in the 12 months preceding the date of these Programme Admission Particulars which have, or may have had in the recent past, a significant effect on the Issuer or such Original Borrower's ability to meet its respective obligations to Noteholders.

### **Auditors**

The auditors of the Issuer and Original Borrowers are BDO LLP of 55 Baker Street, London W1U 7EU. BDO LLP audited the Issuer's and Original Borrowers' accounts, without qualification, in accordance with generally accepted accounting standards in the United Kingdom for the each of financial years ended on 31 March 2021 and 31 March 2020. BDO LLP has no material interest in the Issuer or any Original Borrower.

### **Certifications**

The Note Trust Deed provides that any certificate or report of the Auditors (as defined in the Note Trust Deed) or any other person called for by, or provided to, the Note Trustee (whether or not addressed to the Note Trustee) in accordance with or for the purposes of the Note Trust Deed may be relied upon by the Note Trustee as sufficient evidence of the facts stated therein notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Note Trustee in connection

therewith contains a monetary or other limit on the liability of the Auditors or such other person in respect thereof and notwithstanding that the scope and/or basis of such certificate or report may be limited by any engagement or similar letter or by the terms of the certificate or report itself.

### **Post-issuance information**

The Issuer does not intend to provide any post-issuance information in relation to the Notes issued under the Programme, other than as required (and available from the Issuer publicly at all times) pursuant to Condition 6.2 (*Information Covenants*).

### **Dealers transacting with the Borrowers or the Eligible Group Members**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for one or more of the Borrowers or Eligible Group Members and their respective affiliates in the ordinary course of business.

The Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Borrowers, the Eligible Group Members and/or their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of one or more of the Borrowers, the Eligible Group Members or their affiliates. Certain of the Dealers or their affiliates that have a lending relationship with one or more of the Borrowers or Eligible Group Members routinely hedge their credit exposure to such Borrowers or Eligible Group Members consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### **Note Trustee's action**

The Conditions and the Note Trust Deed provide for the Note Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Note Trustee is indemnified and/or secured and/or pre-funded to its satisfaction. It may not always be possible for the Note Trustee to take certain actions, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it. Where the Note Trustee is unable to take any action, the Noteholders are permitted by the Conditions and the Note Trust Deed to take the relevant action directly.

### **Potential Conflicts of Interest**

Each of the Programme Parties (other than the Issuer) and their affiliates in the course of each of their respective businesses may provide services to other Programme Parties and to third parties and in the course of the provision of such services it is possible that conflicts of interest may arise between such Programme Parties and their affiliates or between such Programme Parties and their affiliates and such third parties. Each of the Programme Parties (other than the Issuer) and their affiliates may provide

such services and enter into arrangements with any person without regard to or constraint as a result of any such conflicts of interest arising as a result of it being a Programme Party.

### **Yield**

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Pricing Supplement. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

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