



METROPOLITAN FUNDING PLC

(incorporated in England and Wales with limited liability under the Companies Act 2006, registered number 06560355)

£250,000,000 4.125 per cent. Secured Bonds due 2048

(including £100,000,000 in principal amount of Retained Bonds)

Issue Price: 98.672 per cent.

The £250,000,000 4.125 per cent. Secured Bonds due 2048 (including £100,000,000 in principal amount of Retained Bonds) (the "**Bonds**") are issued by Metropolitan Funding plc (the "**Issuer**").

Application has been made to the Financial Conduct Authority in its capacity as competent authority (the "**UK Listing Authority**") for the whole class of Bonds (including any Retained Bonds) to be admitted to the Official List of the UK Listing Authority and to the London Stock Exchange plc (the "**London Stock Exchange**") for the whole class of Bonds (including any Retained Bonds) to be admitted to trading on the London Stock Exchange's regulated market. The London Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**").

An investment in the Bonds involves certain risks. For a discussion of these risks see "Risk Factors".

Subject as set out below, the net proceeds from the issue of the Bonds, or in the case of £100,000,000 in principal amount of the Bonds (the "**Retained Bonds**") which will be immediately purchased by the Issuer on the Issue Date (as defined below) the net proceeds of the sale of the Bonds to a third party, will be advanced by the Issuer to Metropolitan Housing Trust Limited (the "**Original Borrower**") pursuant to a bond loan agreement between the Original Borrower and the Issuer to be dated on or around the Issue Date (the "**Original Loan Agreement**") to be applied in accordance with the Original Borrower's charitable objects. The Aggregate Funded Commitment (as defined in the Original Loan Agreement) may be drawn in one or more drawings, each in a principal amount up to an amount which corresponds to the sum of (i) the Minimum Value of the Initial Properties (as defined below) and (ii) the Minimum Value of any Additional Properties (as defined below) which have been charged in favour of the Security Trustee (as defined below), for the benefit of the Issuer, (the "**Additional Properties**") less the principal amount of all previous drawings in respect of the Aggregate Funded Commitment (subject, in the case of each Borrower (as defined below) to the maximum of its respective Commitment (as defined below)). For so long as insufficient security has been granted by the Original Borrower in favour of the Security Trustee for the benefit of the Issuer to permit the drawing of the Aggregate Funded Commitment in full or the Original Borrower has not otherwise drawn any part of the Aggregate Funded Commitment, the amount of the Aggregate Funded Commitment that remains undrawn shall be retained in a charged account (the "**Initial Cash Security Account**") of the Issuer in accordance with the terms of the Account Agreement (and may be invested in Permitted Investments (as defined below)) (the "**Retained Proceeds**"). For the avoidance of doubt, in the event that the Original Borrower has not drawn any part of the Aggregate Funded Commitment on the Issue Date, the Retained Proceeds at that date shall be the entire amount of the Aggregate Funded Commitment. Any Retained Proceeds (including any net sale proceeds from a sale by the Issuer of Retained Bonds (less any Retained Bond Premium Amount (as defined below) once received by the Issuer) and any net issue proceeds from a further issue of Bonds pursuant to Condition 19 (*Further Issues*)) shall be advanced to the Original Borrower and/or any other charitable Registered Provider of Social Housing of the Original Borrower Group (as defined below) that has acceded to the Security Trust Deed as a borrower in accordance with the terms thereto (together, the "**Additional Borrowers**" and each an "**Additional Borrower**", and together with the Original Borrowers the "**Borrowers**", and each a "**Borrower**") at a later date pursuant to the Original Loan Agreement or an additional bond loan agreement between an Additional Borrower and the Issuer (each an "**Additional Loan Agreement**" and together with the Original Loan Agreement the "**Loan Agreements**" and each a "**Loan Agreement**"), to the extent that Properties of a corresponding value have been charged in favour of the Security Trustee for the benefit of the Issuer and, if applicable, subject to the sale by the Issuer of Retained Bonds and/or the issue by the Issuer of further Bonds.

Interest on the Bonds is payable semi-annually in arrear on 5 April and 5 October (each an "**Interest Payment Date**") in each year at the rate of 4.125 per cent. per annum, on their Outstanding Principal Amount (as defined below) commencing on 5 April 2016, as described in Condition 7 (*Interest*). Payments of principal of, and interest on, the Bonds will be made without withholding or deduction on account of United Kingdom taxes unless required by law. In the event that any such withholding or deduction is so required, the Issuer may opt to gross up payments due to the Bondholders in respect thereof as described in Condition 10 (*Taxation*).

The Bonds may be redeemed at any time, in whole or in part, upon the prepayment by a Borrower of the corresponding portion of its loan (each a "**Loan**") in accordance with the terms of its Loan Agreement at the higher of their Outstanding Principal Amount and an amount calculated by reference to the sum of (i) the yield on the relevant outstanding United Kingdom government benchmark gilt having the nearest maturity to that of the Bonds and (ii) 0.20 per cent., together with accrued interest. The Bonds will also be redeemed in full at their Outstanding Principal Amount, plus accrued interest, in an aggregate Outstanding Principal Amount equal to the principal amount outstanding of the relevant Loan (i) in the event of a mandatory prepayment of a Loan 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, or an equivalent Commitment is put in place with another Borrower, and the Bondholders do not elect to exercise the Bondholder Put Option (as described below)) or a Loan becoming repayable as a result of a Loan Event of Default (as defined in each Loan Agreement) or (ii) at their Outstanding Principal Amount, plus accrued interest, in full in the event of any withholding or deduction on account of United Kingdom taxes being required and the Issuer not opting to pay (or having so opted to pay, having subsequently notified the Bond Trustee (as defined below) of its intention to cease to pay) additional amounts in respect of such withholding or deduction. In addition, Bondholders may require the Issuer to procure that a member of the Original Borrower Group (as defined herein) purchases their Bonds, subject to and in accordance with Condition 9.10 (*Bondholder Put Option*), if a Commitment is put in place with a different Borrower, following an existing Borrower ceasing to be a Registered Provider of Social Housing.

Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their Outstanding Principal Amount in ten equal instalments on each Interest Payment Date from, and including, 5 October 2043 to, and including, 5 April 2048 (each an "**Instalment Redemption Date**" and the last such date being the "**Maturity Date**").

The Original Borrower has been assigned a credit rating of "AA-" by Standard & Poor's Credit Market Services Europe Limited ("**S&P**"), and it is expected that the Bonds will also be rated "AA-" by S&P. These ratings may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of the Bonds. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. S&P is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended). As such S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.

The Bonds will be issued in denominations of £100,000 and integral multiples of £1,000 in excess thereof.

The Bonds will initially be represented by a temporary global bond (the "**Temporary Global Bond**"), without principal receipts or interest coupons, which will be deposited on or about 5 October 2015 (the "**Closing Date**") with a common safekeeper for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"). Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond (the "**Permanent Global Bond**" and, together with the Temporary Global Bond, the "**Global Bonds**"), without principal receipts or interest coupons, on or after 16 November 2015 (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Bond will be exchangeable for definitive Bonds only in certain limited circumstances. See "*Form of the Bonds and Summary of Provisions relating to the Bonds while in Global Form*".

Joint Bookrunners

Santander Global Banking & Markets

The Royal Bank of Scotland

The date of this Prospectus is 1 October 2015.

This Prospectus comprises a prospectus for the purposes of Directive 2003/71/EC, as amended (the "Prospectus Directive").

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Original Borrower accepts responsibility for the information contained in the sections "*Description of the Original Borrower*" and "*Historical Financial Information on, and Audited Financial Statements of, the Original Borrower and the Issuer – The Original Borrower*", the information contained under the heading "*Factors which may affect the Original Borrower's ability to fulfil its obligations under the Original Loan Agreement*" in the section headed "*Risk Factors*" and the information relating to it under the headings of "*Material or Significant Change*" and "*Litigation*" in the section headed "*General Information*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Original Borrower also accepts responsibility for the information contained in this Prospectus relating to the security created pursuant to the Legal Mortgages (as defined below) under the heading "*Underlying Security*" in the section headed "*Overview*", under the heading "*Considerations relating to the Issuer Security and the Underlying Security*" in the section headed "*Risk Factors*" and contained in the section headed "*Description of the Legal Mortgages and the Security Trust Deed*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Jones Lang LaSalle (the "Valuer") accepts responsibility for the information contained in the section entitled "*Valuation Report*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is, as at the date of the Valuation Report, in accordance with the facts and does not omit anything likely to affect the import of such information. With the exception of the information contained in the section entitled "*Valuation Report*", the Valuer does not accept any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer or the Original Borrower in connection with the issue of the Bonds.

Save for the Issuer, the Original Borrower and the Valuer (in respect of the section entitled "*Valuation Report*" only), no other person has independently verified any information contained herein. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Banco Santander, S.A. or The Royal Bank of Scotland plc (together, the "Joint Bookrunners") or Prudential Trustee Company Limited (the "Bond Trustee") as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer or the Original Borrower in connection with the offering of the Bonds. None of the Joint Bookrunners or the Bond Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the issue of the Bonds.

No person is or has been authorised by the Issuer, the Original Borrower, the Joint Bookrunners or the Bond Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the offering of the Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Original Borrower, the Joint Bookrunners or the Bond Trustee.

To the fullest extent permitted by law, none of the Joint Bookrunners or the Bond Trustee accepts any responsibility for the contents of this Prospectus or for any other statement made or purported to be made by it or on its behalf in connection with the Issuer, the Original Borrower or the issue and offering of the Bonds. Each of the Joint Bookrunners and the Bond Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement.

Neither this Prospectus nor any other information supplied in connection with the Bonds (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, the Original Borrower, the Joint Bookrunners or the Bond Trustee that any recipient of this Prospectus or any other information supplied in connection with the Bonds should purchase any Bonds. Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Original Borrower. Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds constitutes an offer or invitation by or on behalf of the Issuer, the Original Borrower, the Joint Bookrunners or the Bond Trustee to any person to subscribe for or to purchase the Bonds.

Neither the delivery of this Prospectus nor the offering, sale or delivery of the Bonds shall in any circumstances imply that the information contained herein concerning the Issuer or the Original Borrower is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Bonds is correct as of any time subsequent to the date indicated in the document containing the same. The Joint Bookrunners and the Bond Trustee expressly do not undertake to review the financial condition or affairs of the Issuer or the Original Borrower during the life of the Bonds or to advise any investor in the Bonds of any information coming to their attention.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and are subject to U.S. tax law requirements. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. For a further description of certain restrictions on the offering and sale of the Bonds and on distribution of this document, see "*Subscription and Sale*" below.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer, the Original Borrower, the Joint Bookrunners and the Bond Trustee do not represent that this Prospectus may be lawfully distributed, or that the Bonds may be lawfully offered or sold, 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 Issuer, the Original Borrower, the Joint Bookrunners or the Bond Trustee which is intended to permit a public offering of any Bonds or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus 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 this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the United States and the United Kingdom (see "*Subscription and Sale*").

Prospective purchasers of Bonds should ensure that they understand the nature of the Bonds and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and the risks of investment in the Bonds and that they consider the suitability of the Bonds as an investment in light of their own circumstances and financial condition.

IN CONNECTION WITH THE ISSUE OF THE BONDS, BANCO SANTANDER, S.A. AS STABILISING MANAGER (THE "STABILISING MANAGER") (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) MAY OVER-ALLOT BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE BONDS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO

LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE BONDS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

All references in this Prospectus to "Sterling" and "£" refer to pounds sterling.

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OVERVIEW

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus.

This overview must be read as an introduction to this Prospectus and any decision to invest in the Bonds should be based on a consideration of this Prospectus as a whole.

Words and expressions defined in "*Conditions of the Bonds*", "*Form of the Bonds and Summary of Provisions relating to the Bonds while in Global Form*" and "*Description of the Loan Agreements*" shall have the same meanings in this overview.

Issuer:	Metropolitan Funding plc
Description of the Bonds:	£250,000,000 4.125 per cent. Secured Bonds due 2048 (the " Bonds "), to be issued by the Issuer on 5 October 2015 (the " Issue Date "). £100,000,000 in principal amount of the Bonds will be immediately purchased by or on behalf of the Issuer on the Issue Date (the " Retained Bonds ").
Use of Proceeds:	<p>The net proceeds of the issue of the Bonds (or, in the case of the Retained Bonds, the net proceeds of the sale of the Bonds to a third party (after deduction of expenses payable by the Issuer)) will be on-lent by the Issuer to the Original Borrower or (to the extent that the Original Borrower has reduced its Original Borrower commitment) to an Additional Borrower.</p> <p>Subject as described in "<i>Initial Cash Security Account</i>" below, the Issuer will lend such proceeds to the Original Borrower and/or one or more Additional Borrowers pursuant to the relevant Loan Agreement to be applied in accordance with the charitable objects of such Borrower.</p> <p>The Issuer may from time to time invest the funds held in the Initial Cash Security Account and the Ongoing Cash Security Account in Permitted Investments (as defined below) until such time as such funds are on-lent, or returned, to a Borrower pursuant to the relevant Loan Agreement.</p>
Issue Price:	98.672 per cent.
Form of Bonds:	The Bonds will be issued in bearer form as described in " <i>Form of the Bonds and Summary of Provisions relating to the Bonds while in Global Form</i> ".
Interest:	The Bonds will bear interest on their Outstanding Principal Amount at a fixed rate of 4.125 per cent. per annum payable semi-annually in arrear on 5 April and 5 October of each year, from (and including) the Issue Date to (but excluding) 5 April 2048 (the " Maturity Date "), subject to adjustment in accordance with Condition 8.5 (<i>Payment Day</i>) (each, an " Interest Payment Date ").
Final Redemption:	Unless previously redeemed or purchased and cancelled in accordance with Condition 9 (<i>Redemption and Purchase</i>), the Bonds will be redeemed in ten equal instalments on each Interest Payment Date from and including 5 October 2043 to and including the Maturity Date (each, an " Instalment Redemption Date ").
Early Redemption:	Subject as described in " <i>Mandatory Early Redemption</i> " below, the Bonds shall be redeemed in whole or in part at any time

upon the optional prepayment by a Borrower of its loan (the "**Loan**") or any part thereof in accordance with the terms of the relevant Loan Agreement at the higher of their Outstanding Principal Amount and an amount calculated by reference to the sum of (i) the yield on the relevant outstanding UK Government benchmark conventional gilt having the nearest maturity to that of the Bonds and (ii) 0.20 per cent., together with accrued interest.

Early Redemption for Tax Reasons:

The Issuer shall redeem the Bonds in whole, but not in part, at their Outstanding 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 Bonds and the Issuer does not opt to pay additional amounts pursuant to Condition 10.2 (*No obligation to pay additional amounts*) or, having so opted, notifies the Bond Trustee of its intention to cease paying such additional amounts.

Mandatory Early Redemption:

If a Loan becomes repayable:

- (a) as a result of a Loan Event of Default; or
- (b) following a Borrower ceasing to be a Registered Provider of Social Housing (other than if the relevant Borrower regains its status as a Registered Provider of Social Housing within 180 days),

then (unless the Issuer has agreed with another Borrower 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 Bonds would otherwise be redeemed), the Issuer shall redeem the Bonds in an aggregate principal amount equal to the principal amount of the relevant Loan at their Outstanding Principal Amount, plus accrued interest.

A "**Loan Event of Default**" includes non-payment, breach of other obligations, cross-default in an amount equal to or in excess of £10,000,000 or its equivalent in other currencies, winding-up, cessation of business, insolvency, unlawfulness and breach of the asset cover ratio, as set out in Clause 16 (*Default*) of the Original Loan Agreement (or as will be set out in the corresponding clause of each Additional Loan Agreement) and described further in "*Description of the Loan Agreements*".

Bondholder Put Option:

Within 30 days of the Issuer agreeing with a Borrower to increase its Commitment, following another Borrower ceasing to be a Registered Provider of Social Housing, the Issuer shall convene a meeting of Bondholders to consider, by Extraordinary Resolution and in accordance with Condition 17 (*Meetings of Bondholders, Modification and Waiver*), whether or not to approve the ability of Bondholders to exercise the put option described in Condition 9.10 (*Bondholder Put Option*).

If the Bondholders approve such Extraordinary Resolution, then any Bondholder may, within 30 days of such approval, give an irrevocable notice to the Issuer of such Bondholder's decision to require the Issuer to procure that a member of the Original Borrower Group purchases all of the Bonds owned by such

Bondholder on the day falling 45 days after the date on which the Extraordinary Resolution was so approved (the "**Put Option Date**").

On the Put Option Date, the Issuer shall procure that a member of the Original Borrower Group purchases, in whole (but not in part), all of the Bonds in respect of which the relevant Bondholders have exercised the Bondholder Put Option, at their Outstanding Principal Amount plus an amount equal to accrued interest to (but excluding) the Put Option Date.

Purchase:

The Retained Bonds will be immediately purchased by the Issuer on the Issue Date.

The Issuer, any Borrower and any other member of the Original Borrower Group may also purchase Bonds at any time in the open market or otherwise at any price.

Any Bonds so purchased by a Borrower or any other member of the Original Borrower Group may be surrendered to the Issuer for cancellation in consideration for an amount equal to the Outstanding Principal Amount of the Bonds being surrendered being deemed to be prepaid under the Loan Agreement specified by such Borrower or other member of the Original Borrower Group 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 Principal Amount of the Bonds surrendered being deemed to be cancelled.

Retained Bonds:

Pursuant to the terms of the Retained Bond Custody Agreement, the Retained Bond Custodian will hold the Retained Bonds on the Issuer's behalf (see "*Account Agreement, Custody Agreement and Retained Bond Custody Agreement*" below), and the Issuer has instructed the Retained Bond Custodian to waive its rights to receive payments (of interest, principal or otherwise) on the Retained Bonds for so long as the Retained Bonds are held on the Issuer's behalf. Such waiver may not be revoked without the consent of the Bond Trustee.

Pursuant to the Bond Trust Deed, the Issuer has covenanted with the Bond Trustee that it will, immediately prior to a sale of any Retained Bonds by the Issuer, deliver to the Bond Trustee a certificate in writing signed by two directors of the Issuer addressed to the Bond Trustee confirming that, immediately following the sale of such Retained Bonds, the Borrowers will be in compliance with the Asset Cover Test. For the purpose of giving such confirmation, the Issuer will require the Borrowers to deliver a Retained Bond Compliance Certificate pursuant to each Loan Agreement, as described further in "*Description of the Loan Agreements*".

The Retained Bonds may only be held on the Issuer's behalf until (but not including) the date falling five years after the Issue Date, and the Issuer must therefore sell the Retained Bonds within that five-year period, or else any Retained Bonds that have not been so sold will be cancelled in accordance with Condition 9.9 (*Cancellation of purchased or redeemed Bonds*).

Events of Default:

Following an Event of Default, the Bond Trustee may, and if so requested by the holders of at least one-fourth in Outstanding

Principal Amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject to it being secured and/or indemnified and/or pre-funded to its satisfaction and, upon certain events, the Bond Trustee having certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders), give notice to the Issuer and the Bonds shall become immediately due and repayable at their aggregate Outstanding Principal Amount together with accrued interest.

The Events of Default include, *inter alia*, non-payment of any principal and interest due in respect of the Bonds, failure of the Issuer to perform or observe any of its other obligations under the Conditions and the Bond 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 Bonds becoming repayable prior to the Maturity Date (other than as a result of a prepayment or termination of a 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. The Borrowers are also required to pay to the Issuer, within three Business Days of demand, the Issuer's costs, expenses and liabilities throughout the life of the Bonds.

Issuer Security:

The Issuer's obligations in respect of the Bonds are secured pursuant to the Issuer Security Deed in favour of the Bond Trustee for the benefit of itself and the Bondholders and the other Issuer Secured Creditors by the following (the "**Issuer 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 Custody Agreement and the Account Agreement;
- (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 Transaction Account, the Ongoing Cash Security Account, the Initial Cash Security Account and the Custody Account and all debts represented thereby; and
- (c) a charge by way of first fixed charge over the Paying Agents' obligation to repay to the Issuer all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Bonds and not otherwise claimed.

Initial Cash Security Account:

For so long as insufficient security has been granted by the Borrowers in favour of the Security Trustee for the benefit of the Issuer to permit the drawing of the Aggregate Funded Commitment in full or the Borrowers have not otherwise drawn any part of the Aggregate Funded Commitment, the amount of the Aggregate Funded Commitment that remains undrawn shall be retained in a charged account (the "**Initial Cash Security Account**") of the Issuer (and may be invested in Permitted Investments) in accordance with the terms of the Account

Agreement and the Custody Agreement (the "**Retained Proceeds**").

For the avoidance of doubt, in the event that the Original Borrower has not drawn any part of the Original Commitment on the Issue Date, the Retained Proceeds at that date shall be the entire amount of the Original Commitment (less any amount which is to be funded by a sale of Retained Bonds). Any Retained Proceeds shall be advanced to one or more Borrowers at a later date pursuant to the relevant Loan Agreement to the extent that Properties of a corresponding value have been charged in favour of the Security Trustee for the benefit of the Issuer and, if applicable, subject to the sale by the Issuer of Retained Bonds.

Funds standing to the credit of the Initial Cash Security Account may: (a) be held on deposit, in which case they shall accrue interest at a rate notified from time to time by the Account Bank to the Issuer pursuant to the Account Agreement or (b) be invested in Permitted Investments in accordance with the Custody Agreement. See "*Permitted Investments*" below.

Pursuant to the Loan Agreements, 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 of (a) the aggregate of the interest payable by the Issuer under the Bonds on the following Interest Payment Date less (b) the interest received from the Borrowers under the Loan Agreements on such Loan Payment Date and the interest otherwise received by the Issuer in respect of the Retained Proceeds during that period (including, but not limited to, any income received in respect of any Permitted Investments in which any Retained Proceeds are, for the time being, invested).

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

Ongoing Cash Security Account:

Pursuant to the Loan Agreements, each Borrower is required to procure that, *inter alia*, the specified asset cover ratio is maintained (see "*Description of the Loan Agreements*" below). In the event that the value of any Mortgaged Property is insufficient to maintain the asset cover ratio, the Borrowers may deposit moneys into the Ongoing Cash Security Account. Such moneys will be charged in favour of the Bond Trustee pursuant to the terms of the Issuer Security Deed.

Funds standing to the credit of the Ongoing Cash Security Account may: (a) be held on deposit, in which case they shall accrue interest at a rate notified from time to time by the Account Bank to the Issuer 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 the Ongoing Cash Security Account may be withdrawn (a) to be applied in the acquisition of Property to be charged in favour of the Security Trustee for the benefit of the Issuer or (b) to the extent that the asset cover ratio would not be breached immediately after such withdrawal.

Permitted Investments:

Permitted Investments shall consist of:

- (a) deposits with any United Kingdom bank or building society subject to such bank or building society having long term senior unsecured debt credit ratings of not less than "A" from Standard & Poor's Credit Market Services Europe Limited ("**S&P**"), "A" from Fitch Ratings Ltd ("**Fitch**") or "A2" from Moody's;
- (b) deposits with any non-United Kingdom bank subject to such bank having long term senior unsecured debt credit ratings of not less than "AA" from S&P or "Aa2" from Moody's;
- (c) full recourse debt instruments with a maturity no later than the earlier of (i) the date falling 5 years after the date of purchase and (ii) 5 April 2048 that are issued by EU credit institutions having long term senior unsecured debt credit ratings of not less than "AAA" from S&P or "Aaa" from Moody's that are fully secured or "covered" by a pool of on-balance sheet collateral;
- (d) securities with a maturity no later than the earlier of (i) the date falling 5 years after the date of purchase and (ii) 5 April 2048 that are issued by supranational agencies having long term senior unsecured debt credit ratings of not less than "AAA" from S&P or "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 "AAAmf" 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 5 April 2048,

provided that (i) in all cases, such investment shall be an investment which is denominated in Sterling and (ii) in the case of (a) to (e), no more than £20,000,000 shall be deposited with any one institution or invested in any one security.

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

In the event that any Permitted Investments are sold to fund an advance to a Borrower pursuant to a Loan Agreement and such sale results in a gain realised by the Issuer (such gain, the "**Permitted Investment Profit**"), the Issuer shall advance moneys to such Borrower at the principal amount requested and shall make one or more gift aid payments to a charitable member of the Original Borrower Group (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 Bonds as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Bonds for that accounting period, the Issuer shall sell Permitted Investments in an aggregate amount equal to the Accounting Profit (as defined in each Loan Agreement) and shall, make a gift aid payment or any Charitable Group Member in an amount equal to the Accounting Profit.

See "*Description of the Loan Agreements – Facility*".

Account Agreement, Custody Agreement and Retained Bond Custody Agreement:

The Issuer has appointed The Bank of New York Mellon, London Branch, as its Account Bank pursuant to the Account Agreement, its Custodian pursuant to the Custody Agreement and its Retained Bond Custodian in respect of the Retained Bonds pursuant to the Retained Bond Custody Agreement.

Pursuant to the Account Agreement, the Account Bank shall maintain three accounts for the Issuer in respect of the Bonds: the Transaction Account, the Initial Cash Security Account and the Ongoing Cash Security Account. Pursuant to the Account Agreement and the Bond Trust Deed, the Issuer has entered into certain covenants in respect of the moneys 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 the Custody Account (consisting of the Ongoing Cash Security Custody Sub-Account, the Initial Cash Security Custody Sub-Account, the Ongoing Cash Security Cash Sub-Account and the Initial Cash Security Cash Sub-Account). 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 as directed by the Issuer.

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

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

Guarantee and Indemnity:

Pursuant to the Loan Agreements, the Original Borrower has (and each Additional Borrower will have) irrevocably and unconditionally:

- (a) guaranteed 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 Borrower's obligations to repay principal and any prepayment premium thereon pursuant to their respective Loan Agreements (such amounts being, the **Guaranteed Interest and Fee Amounts**);

- (b) undertaken with the Issuer that, whenever any other Borrower does not pay any Guaranteed Interest and Fee Amounts when due under, its respective Loan Agreement, the Security Trust Deed or its respective Legal Mortgages, it must, immediately 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) undertaken with the Issuer that, to the extent that the proceeds of the enforcement of the Underlying Security are insufficient to satisfy the Borrowers' obligations under their respective Loan Agreements in full (the shortfall being, the "**Guaranteed Principal Amount**"), it must, immediately on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Principal Amount as if it were the principal obligor; and
- (d) agreed 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.

Underlying Security:

Pursuant to the Legal Mortgages and the Security Trust Deed, the Original Borrower has (and each of the other Borrowers will, if agreed with the Issuer, and in the case of the Borrowers other than the Original Borrower upon such entities becoming Borrowers in accordance with the terms of the Security Trust Deed, have) created first legal mortgages over all of the Borrower's right, title and interest from time to time in the Mortgaged Property (as defined in the Legal Mortgages) in favour of the Security Trustee for the benefit of itself and the Issuer (the "**Underlying Security**"). Until a Loan Event of Default has occurred and is outstanding, each Borrower shall be entitled to exercise all its rights under or in connection with the Mortgaged Properties save to the extent expressly provided pursuant to the Legal Mortgages and the Security Trust Deed.

The Issuer has secured its rights, title and interest in respect of the Underlying Security in favour of the Bond Trustee pursuant to the Issuer Security Deed.

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

Addition, substitution and release of Charged Properties:

The Security Trust Deed provides that the Borrowers and the Issuer shall agree the allocation of properties which shall comprise the Issuer's Designated Security in respect of each Loan Agreement. All properties which are not Designated Security shall form the Undesignated Security.

Pursuant to the Loan Agreements, the Borrowers have agreed that they shall not enter into any further Legal Mortgage in

respect of any Property for the benefit of the Issuer (or allocate any Property as part of the Issuer's Designated Security), unless, in respect of such security, the relevant Borrower provides to the Issuer and the Security Trustee a completed Additional Property Certificate confirming that, *inter alia*, the proposed Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing, Full Valuation Reports in respect of each Additional Property, a Certificate of Title in respect of each tranche of Additional Properties charged and the other Additional Property conditions precedent set out in the relevant Loan Agreement.

At the request and expense of a Borrower, the Security Trustee shall (subject to receiving instructions from the Issuer to effect such release, and an amended Designated Properties Schedule from, *inter alios*, the relevant Borrower and the Issuer in accordance with the Security Trust Deed) release from the relevant Security Documents (and/or reallocate, if applicable) such of the Properties forming part of the Issuer's Designated Security and substitute such of the Properties as may be selected by such Borrower. The Issuer will be required to give instructions to the Security Trustee approving such release, **provided that** the relevant Borrower satisfies the conditions precedent specified in the relevant Loan Agreement in relation to the Substitute Properties. Such conditions precedent include, *inter alia*, a completed Substitute Property Certificate certifying, *inter alia*, that each 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), the Asset Cover Test will not be breached as a result of the substitution of the relevant Properties and that no Event of Default or Potential Event of Default has occurred and is continuing, a Valuation in respect of each Substitute Property and a Certificate of Title in respect of the Substitute Properties.

At the request and expense of a Borrower, the Security Trustee shall release (subject to receiving instructions from the Issuer to effect such release, and an amended Designated Properties Schedule from, *inter alios*, the relevant Borrower and the Issuer in accordance with the Security Trust Deed) from the relevant Security Documents (and/or reallocate, if applicable) from the relevant Security Documents (and/or reallocate, if applicable) such Properties forming part of the Issuer's Designated Security as may be selected by the relevant Borrower. The Issuer will be required to give instructions to the Security Trustee approving such release, **provided that** the relevant Borrower 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 Asset Cover Test will not be breached as a result of the release (and/or reallocation, if applicable) of such part of the security and that no Event of Default or Potential Event of Default has occurred and is continuing.

Notwithstanding the above, where any disposal is a Statutory Disposal a Borrower shall have the right to withdraw such Property from the Issuer's Designated Security. In such circumstances the relevant Borrower is obliged to deliver, as soon as reasonably practicable after it has received notice of

such Statutory Disposal, a completed Statutory Disposal Certificate to the Issuer and the Security Trustee certifying that the relevant withdrawal relates to a Statutory Disposal and, if the Statutory Disposal would result in a breach of the Asset Cover Test, confirming that it shall procure that additional Properties are charged pursuant to the Security Trust Deed and/or agree with the Security Trustee an adjustment to the Issuer's Designated Security and/or moneys are deposited into the Ongoing Cash Security Account, in accordance with the Loan Agreements, such that any breach of the Asset Cover Test will be cured.

Enforcement of the Underlying
Security and the Issuer Security:

Following a Loan Event of Default, the Issuer may declare the Underlying Security immediately enforceable and/or declare the relevant Loan immediately due and repayable. Pursuant to the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security in respect of the Loan Agreements if so instructed in writing by the Issuer (and then only if it has been indemnified and/or secured and/or prefunded to its satisfaction).

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 Bond Trustee. The Bond Trustee may seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

In enforcing the Issuer Security (including the Issuer's rights, title and interests in the Legal Mortgages and the Security Trust Deed insofar as they relate to the Bonds) the Bond 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 Bondholders **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 Issuer Security, the Issuer shall apply the moneys standing to the credit of the Transaction Account on each Interest Payment Date and such other dates on which a payment is due in respect of the Bonds 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 Bonds);
- (b) *second*, in payment of any Liabilities incurred by the Bond Trustee and any Appointee (including remuneration payable to it and any Appointee) in carrying out its functions under the Bond Trust Deed and the Issuer Security Deed;

- (c) *third*, in payment of any Liabilities incurred by the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;
- (d) *fourth*, in payment of any other unpaid fees, expenses and liabilities of the Issuer (in so far as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (e) *fifth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (f) *sixth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (g) *seventh*, in payment to the Borrowers, on a *pro rata* and *pari passu* basis, of any amount due and payable under the terms of the Loan Agreements; and
- (h) *eighth*, in payment of any Permitted Investment Profit, Accounting Profit or Retained Bond Premium Amount, as the case may be, to any Charitable Group Member.

Following the enforcement of the Issuer Security, all moneys standing to the credit of the Transaction Account, the Ongoing Cash Security Account and the Initial Cash Security Account and the net proceeds of enforcement of the Issuer Security shall be applied in the following order of priority (the "**Post-enforcement Priority of Payment**"):

- (a) *first*, in payment of any Liabilities incurred by the Bond Trustee or any Receiver or Appointee in preparing and executing the trusts under the Bond Trust Deed and the Issuer Security Deed (including the costs of realising any Issuer Security and the Bond Trustee's and such Appointee's or Receiver's remuneration);
- (b) *second*, in payment of all Liabilities incurred by the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;
- (c) *third*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (d) *fourth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (e) *fifth*, in payment of any other unpaid fees and expenses of the Issuer (in each case insofar as they relate to the Bonds) on a *pro rata* and *pari passu* basis;

- (f) *sixth*, in payment to the Borrowers, on a *pro rata* and *pari passu* basis, of any amount due and payable under the terms of the Loan Agreement; and
- (g) *seventh*, in payment of any Permitted Investment Profit, Accounting Profit or Retained Bond Premium Amount, as the case may be, to any Charitable Group Member.

Status of the Bonds:

The Bonds, Receipts and Coupons will constitute direct, secured, unsubordinated obligations of the Issuer and will rank *pari passu* among themselves.

Covenants:

Pursuant to Condition 6 (*Covenants*), 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 for the benefit of the Borrowers or another charitable Registered Provider of Social Housing that is a member of the Original Borrower Group or perform any act incidental to or necessary in connection with the aforesaid, without the consent of the Bond Trustee.

The Issuer has also covenanted to deliver to the Bond Trustee and, upon request by a Bondholder to the Issuer, to make available to any of the Bondholders, a copy of the Compliance Certificates and Security Adjustment Certificates received from the Borrowers pursuant to the terms of the Loan Agreements and a copy of the consolidated annual reports of the Original Borrower following publication of the same. In addition to the rights of Bondholders to convene a meeting pursuant to Condition 17 (*Meetings of Bondholders, Modification and Waiver*), at the request of no less than 50 per cent. in aggregate Outstanding Principal Amount of the Bondholders, the Issuer shall hold a meeting of the Bondholders to discuss the financial position of the Issuer and the Original Borrower 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 Bonds 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, any Loan Agreement, the Legal Mortgages or the Security Trust Deed except with the prior consent of the Bond Trustee. The Bond Trustee may seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

Taxation:

All payments in respect of the Bonds will be made without withholding or deduction for or on account of any taxes unless a tax deduction is required by law. In the event that any such withholding or deduction is required, the Issuer may at its option, but will not be obliged to, pay to Bondholders such additional amounts as may be necessary in order that the net amounts received by the Bondholders after such withholding or deduction will equal the amounts of principal and interest which would have been received in respect of the Bonds in the absence of such withholding or deduction. In the event that the Issuer does not opt to pay, or opts to pay and thereafter notifies the Bond Trustee and the Bondholders of its intention to cease paying, such additional amounts the Bonds shall be redeemed at

their Outstanding Principal Amount, together with any accrued interest, in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*).

Meetings of Bondholders:	The Conditions of the Bonds and the Bond Trust Deed contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.
Risk Factors:	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Bonds. These are set out under "<i>Risk Factors</i>" below and include factors which may affect the Issuer's and/or the Original Borrower's ability to fulfil their obligations under the Bonds, the Loan Agreements and/or the Legal Mortgages, respectively, factors which are material for the purpose of assessing the market risks associated with the Bonds, risks relating to the security for the Bonds and risks relating to the market generally.</p> <p>See "<i>Risk Factors</i>" below.</p>
Rating:	It is expected that the Bonds will be rated "AA-" by S&P. S&P is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended). As such S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.
Listing and admission to trading:	Application has been made to the UK Listing Authority for the whole class of Bonds (including any Retained Bonds) to be admitted to the Official List and to the London Stock Exchange for the whole class of Bonds (including any Retained Bonds) to be admitted to trading on the London Stock Exchange's regulated market.
Joint Bookrunners	Banco Santander, S.A. The Royal Bank of Scotland plc
Principal Paying Agent:	The Bank of New York Mellon, London Branch
Account Bank:	The Bank of New York Mellon, London Branch
Custodian:	The Bank of New York Mellon, London Branch
Retained Bond Custodian:	The Bank of New York Mellon, London Branch
Bond Trustee:	Prudential Trustee Company Limited
Security Trustee:	Prudential Trustee Company Limited
Original Borrower:	Metropolitan Housing Trust Limited
Borrowers:	The Original Borrower and any other member of the Original Borrower Group that has charitable status, is a Registered Provider of Social Housing and has acceded to the Security Trust Deed as an Additional Borrower.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Bonds in the United States and the United Kingdom, see

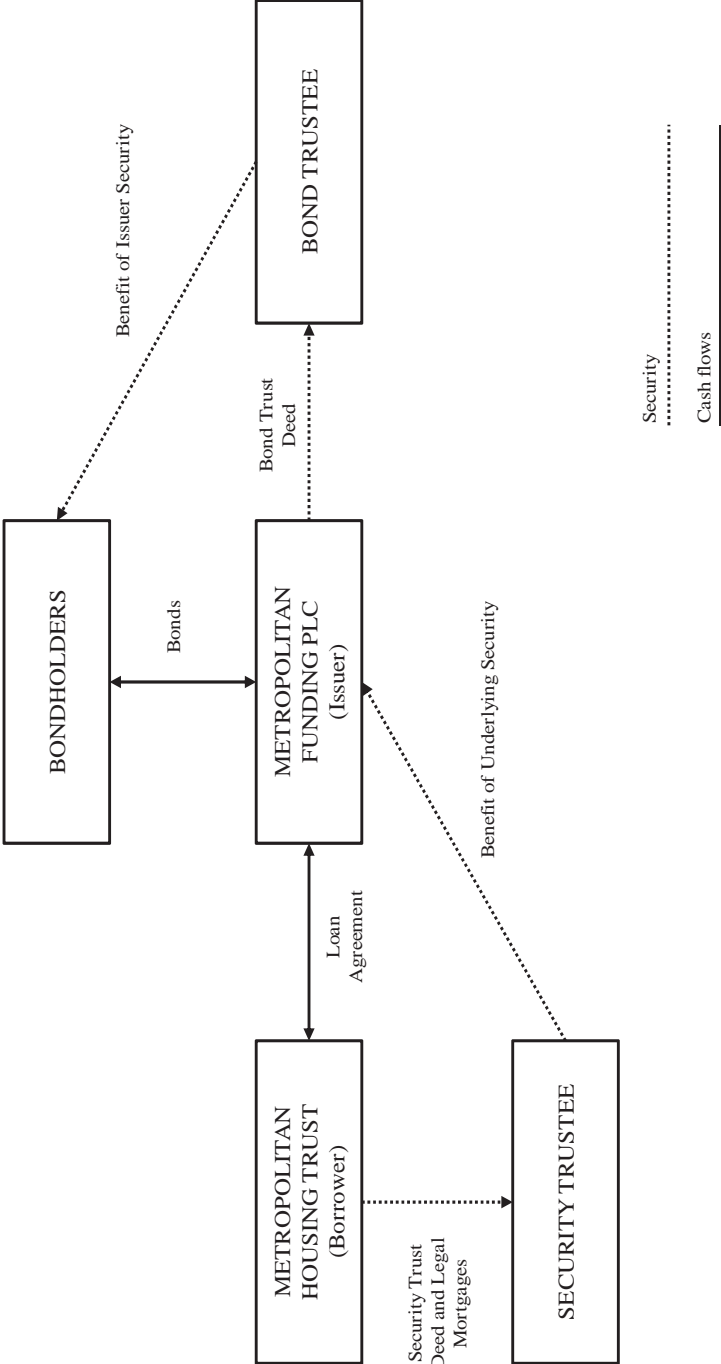
"Subscription and Sale".

Governing Law:

The Bonds, the Transaction Documents and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

INITIAL STRUCTURE DIAGRAM OF TRANSACTION

A7.5.2
A8.3.1
A8.3.2



RISK FACTORS

The Issuer believes that the following factors (which include factors which may affect the ability of the Borrowers to fulfil their obligations under the Loan Agreements) may affect its ability to fulfil its obligations under the Bonds. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

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

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. This section is not intended to be exhaustive and prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. If any of the following risks actually materialise, the Issuer's and/or the Borrowers' business, financial condition and prospects could be materially and adversely affected. No assurance can be given that prospective Bondholders will receive full and/or timely payment of interest and principal or ultimate recovery in relation to the Bonds.

Factors which may affect the Issuer's ability to fulfil its obligations under the Bonds

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 Bonds. As such the Issuer is entirely dependent upon receipt of funds received from the Borrowers in order to fulfil its obligations under the Bonds, including the payment of interest and principal to Bondholders.

Credit Risk

The Issuer, and therefore payments by the Issuer to the Bondholders in respect of the Bonds, 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 the Borrowers under the Loan Agreements could adversely affect the ability of the Issuer to fulfil its payment obligations under the Bonds. For a discussion of the factors which may affect the Borrowers' ability to fulfil their obligations under the Loan Agreements, please see "*Factors which may affect the Borrowers' ability to fulfil their obligations under the Loan Agreements*" below.

Effect of Losses on Loan on Interest Payments and Repayments on the Bonds

There can be no assurance that the levels or timeliness of payments of collections received in respect of the Loans will be adequate to ensure fulfilment of the Issuer's obligations to the Bondholders in respect of the Bonds on each Interest Payment Date or any Instalment Redemption Date (including the Maturity Date). In addition, a default under a Loan Agreement could ultimately result in the enforcement of the Underlying Security. 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 Bonds.

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

Welfare Reform Risk-General

In the Summer Budget 2015, the Chancellor announced a number of welfare measures that will have a profound impact on Registered Providers of Social Housing.

The main elements of the Summer Budget 2015 that will impact Registered Providers of Social Housing are as follows:

- Social housing rents will be reduced by 1 per cent. each year from 2016 to 2020, resulting in approximately a 13 per cent. reduction in average rent levels by 2020-2021 for the Original Borrower compared to anticipated rents under the previous rent increase formula;
- A reduction in the household benefit cap;
- A package of changes to tax credits and to Universal Credit; and
- A four-year freeze in working-age benefits.

The Original Borrower Group modelled the impact of the Summer Budget 2015 changes on its 2015 business plan following the announcements and these are summarised below. The changes envisaged by the Summer Budget 2015 are yet to pass into law and the Original Borrower will remodel the business plan as the details of the changes are confirmed.

Welfare Reform Risk-Views of the Rating Agencies

The announcements in the Summer Budget 2015 have resulted in Moody's downgrading its housing association sector outlook from stable to negative.

Welfare Reform Risk- Reduction in Social Housing Rents

For Registered Providers of Social Housing, rental income provides their most important (and usually the largest) source of revenue. Rents pay for the day-to-day management and maintenance of the housing stock and the payments of interest and principal on loan and other debt obligations. In the face of reduced capital subsidies, Registered Providers of Social Housing have increasingly been required to find the finance needed for development programmes from higher rents. Indeed, the introduction by the Coalition Government of Affordable Rents (as defined below) at up to 80 per cent. of market rent levels was for the express purpose of allowing Registered Providers of Social Housing to use the additional rental income to fund the development of new housing.

In April 2000 the then Labour government published a green paper, which focused on the need to develop a fairer system of affordable rents in the social housing sector. A process of rent restructuring began in 2002; the initial aim was to achieve the alignment of social sector rents (in the local authority and housing association sectors) by 2012. The Coalition Government continued with the rent setting process put in place by the previous Government with (initially) a revised target convergence date for local authorities of 2015-2016, subject to a maximum annual rent rise for an individual tenant of the Retail Prices Index ("RPI") plus 0.5 per cent. plus £2 per week.

As part of the 2013 Spending Round, the Coalition Government announced that from 2015-2016 social rents would rise by CPI plus 1 per cent. each year for 10 years. A letter sent to housing bodies in July 2013 revealed plans not to extend rent convergence beyond 2014-15.

Draft guidance on rents for social housing from 2015-2016 was published in October 2013, followed by a summary of responses in May 2014. At the same time, the Government published its final policy on rent for local authority owned social housing from April 2015 onwards. The relevant guidance for housing associations is contained within the Regulatory Framework in the Rent Standard and Rent Standard Guidance sections, both published in April 2015, and confirmed the Government's approach and the application of a rent increase formula of CPI plus 1 per cent. for the next 10 years.

In the Summer Budget 2015 it was announced that rents for social housing would be reduced by 1 per cent. a year for four years, resulting in a 13 per cent. reduction in average rents by 2020-2021 for the Original Borrower Group compared to anticipated rents under the previous rent increase formula. In addition, it is not clear what rent increases Registered Providers of Social Housing will be permitted to make at the end of this four year period although the 2015 budget legislation states that rents will revert to CPI plus 1 per cent. from 2021.

Most Registered Providers of Social Housing (including the Original Borrower) adjust their rents annually from 1 April each year. It is envisaged that the first 1 per cent. reduction will take place on 1 April 2016 and annually thereafter up to and including 1 April 2019.

In the draft legislation there is provision for exceptions to the rent reduction requirement. For example, reductions will not apply to rents payable by residents in low cost home ownership and shared ownership properties. The anticipated approximate 13 per cent. reduction in average rent levels by 2020-2021 for the Original Borrower does not include rents payable in respect of low cost home ownership or shared ownership properties. The Secretary of State will have regulation making powers to introduce other exemptions.

The draft legislation also gives the Homes and Communities Agency (the "**HCA**" and, acting through its regulation committee, the "**Regulator**") the power, by direction, to exempt a Registered Provider of Social Housing from the rent reduction requirement. Such an exemption will only be granted where compliance with the requirement would jeopardise the Registered Provider of Social Housing's financial viability. The Original Borrower does not expect to benefit from the exemption. The reduction in rent could have an adverse impact on a Borrower's cash flow that could adversely affect the ability of that Borrower to meet its payment obligations under its Loan Agreement and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Welfare Reform Risk- Reduction in Household Benefit Cap

As part of the October 2010 Spending Review, the Coalition Government announced an intention to cap total household benefits at £500 per week for a family (£26,000 a year) and £350 per week for a single person with no children (£18,200 a year) from 2013. After a phased roll-out, the cap was in place nationwide by the end of September 2013.

The Summer Budget 2015 announced that the benefit cap will be reduced from £26,000 per year (£18,200 for single people) to £23,000 in Greater London (£15,410 for single people) and £20,000 (£13,400 for single people) outside Greater London, to be phased in from April 2016. Around 2.7 million social housing tenants across England are in receipt of housing benefit (it is paid to claimants in and out of work). This means that the income stream of Registered Providers of Social Housing is particularly reliant on the housing benefit entitlement of their tenants.

As at 31 March 2015 the Original Borrower operates primarily in London, the East Midlands and the east of England.

The proposed reduction in the housing benefit cap may have an adverse impact on the ability of tenants to pay their rent, as they would have to pay a higher proportion of the rent themselves.

In turn, this could have an adverse impact on a Borrower's cash flow and could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore affect ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

The Original Borrower's current social housing rent and service charge arrears at 31 March 2015 was 5.2 per cent. (calculated as a percentage of its overall rent and service charge income). The Original Borrower has a number of mechanisms in place to mitigate the impact of Welfare Reform on tenants:

- (1) The Original Borrower gives tenants flexibility and options in order to make payments;
- (2) Where tenants start to experience difficulties the Original Borrower has created a team of specialist income management staff to facilitate early intervention with tenants. In the event of a rent account falling into arrears, they will work to a defined process. Contact is made by letter, text and phone in order to set out and agree a repayment profile and where there is insufficient income then introductions are arranged with benefits and money management advisors. Ultimately legal proceedings can be used to recover any debts outstanding if an appropriate agreement cannot be reached or is not maintained, and the Original Borrower will seek eviction and lease forfeiture as a last resort;
- (3) Similar processes have been developed to capture former tenant arrears and to collect all outstanding monies;
- (4) The Original Borrower's rent and service charge policy considers affordability at the point of approval of the purchase/development of new units;

- (5) The Original Borrower has modelled potential sensitivity testing on the impact of changes in broader Welfare Reform (including constraints on rent increases, the cap on benefits and direct payments) and the results have indicated that such impacts could be manageable; and
- (6) The risks around increases in arrears and the wider impact of Welfare Reform are clearly recognised by the executive team and the board of management of the Original Borrower within the corporate risk map – this is reviewed on a regular basis by the senior executive team with actions identified actions to mitigate increased risks.

Welfare Reform Risk- Under Occupation Charge/Penalty

Occupation size criteria have applied to working age applicants' housing benefit claims relating to social housing since 1 April 2013.

The current 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 and (f) a non-resident overnight carer) to be entitled to one bedroom. Where a household has one extra bedroom, their housing benefit is reduced by approximately 14 per cent. Where there are two or more extra rooms, the reduction is approximately 25 per cent.

Nationally an estimated 660,000 claimants were expected to be affected by the new measure (officially known as the under occupation charge or under occupancy penalty), with some households expected to go into arrears as a result of this reduction in housing benefit entitlement, with a knock-on effect on levels of rent arrears for Registered Providers of Social Housing.

The Original Borrower has estimated that around 2,100 of its current tenants are affected by reductions in benefit due to occupation size criteria but the Original Borrower has managed the impact of the change with no significant impact on the level of current arrears.

Welfare Reform Risk- Tax Credits and Universal Credit

Tax credits were introduced in April 2003 and are comprised of two elements- a child tax credit and working tax credit.

Child tax credit is payable to people with children. Along with child benefit, it provides a single system of financial support for families with children, whether in or out of work.

The working tax credit is payable to people in low-paid work, including those without children. Those with children may be able to get help with child care costs via the child care element of the working tax credit.

In 2010, the Government announced a package of changes to tax credits aimed at controlling the costs of tax credits in order to provide a fair and affordable platform for the introduction of Universal Credit.

Universal Credit is a new benefit which is to replace a range of 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 and child tax credit and working tax credit.

The aim of Universal Credit is to simplify the benefits system for claimants and administrators and to improve work incentives. Around 7.7 million individuals and families are expected to receive Universal Credit when it is fully introduced in 2017.

Universal Credit awards comprise a standard allowance with additional amounts for children, housing and other needs and circumstances such as disability, childcare and caring. The actual amount a family receives will depend on its income and savings. Unearned income – such as income from certain benefits or an occupational pension – will usually reduce the maximum Universal Credit award on a pound for pound basis. Earned income (i.e. income from employment or self-employment) will reduce the Universal Credit award at a constant rate of 65 pence for each pound of net earnings (this is known as the single taper), although families will be able to keep some of their earned income (the work allowance) before it begins to affect their Universal Credit.

The Summer Budget 2015 has introduced the following changes to tax credits and universal credit:

- Reducing the income threshold for tax credits and Universal Credit work allowances;
- Limiting the child element of tax credits and universal credit to two children for new claims and births after April 2017;
- Increasing the tax credits withdrawal rate (taper) from 41 per cent. to 48 per cent. so that tax credits reduce more sharply as income increases; and
- Removing the family element in tax credits and Universal Credit (and the family premium in housing benefit) for new claimants from 2016 or 2017.

Currently, it is possible for tenants to consent to their housing benefit being paid directly to their landlord. It has been acknowledged by the Government that the plans to introduce direct payment of the housing element of Universal Credit to claimants as the default position may cause some households to go into arrears. In order to allay the fears of Registered Providers of Social Housing and their lenders, the Department of Work and Pensions (the "DWP") has agreed to safeguard landlords' income by putting in place protection mechanisms to allow for the payment of rent direct to landlords if tenants are vulnerable or fall into two months of arrears. The DWP has set up a support and exceptions working group to look at which vulnerable claimants will fall within the support group and will be assessing the results of the pilot projects to identify the approach to arrears, which could be based on the length of time which arrears have been outstanding or the amount of arrears.

The Original Borrower has identified the challenges posed by the welfare reforms and has a clear focus on mitigating the impact. Staff have been trained on the issues and actively engage with tenants to mitigate the risks. The Original Borrower Group has estimated that around 58 per cent. of residents pay a part of their rent through housing benefit and may therefore be impacted by the change to Universal Credit. The changes to the payments mechanism are likely to increase transaction costs and will potentially increase arrears and bad debts.

The proposed reduction in tax credits and the Universal Credit (which is due to replace housing and other benefits) may have an adverse impact on the ability of tenants to pay their rent.

In turn, this could have an adverse impact on a Borrower's cash flow and could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Welfare Reform Risk- Freeze on Benefits

The Summer Budget 2015 announced a freeze in the rate of selected social security benefits and child benefit rates for four years. The rates from April 2016, April 2017, April 2018 and April 2019 will remain the same as in April 2015-2016.

The benefits to be frozen include child benefit and other specific benefits including income support, jobseeker's allowance, employment and support allowance and housing benefit and the standard allowances for single claimants or couples in Universal Credit.

The Original Borrower has identified the challenges posed by the welfare reforms and has a clear focus on mitigating the impact. Awareness of the issues has been raised among tenants and staff to encourage early engagement and mitigation of the risks.

The proposed freeze of benefits may have an adverse impact on the ability of tenants to pay their rent, as they would have to pay a larger proportion of the rent themselves.

In turn, this could have an adverse impact on a Borrower's cash flow and could affect the ability of that Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore affect the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Right to Buy Proposal Risk

As part of the Government's election manifesto it announced an intention to extend the right to buy to assured tenants of Registered Providers of Social Housing. The proposals are still at an early stage and

therefore it is difficult to determine with any certainty exactly how this proposal could impact on the Borrowers.

The Original Borrower has modelled the impact of the initially proposed changes to the right to buy legislation, based on the experience of owning stock with existing rights and determined that the change could generate significant cash receipts.

The final wording of the proposed legislation has yet to be agreed, with the social housing sector and the National Housing Federation negotiating with the Department for Communities and Local Government over the detailed provisions. These negotiations remain on going. The introduction of this policy could have an adverse impact on a Borrower's rental cash flow (and operating margin) which could affect the ability of that Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Summary of the Financial Impact of the Summer Budget 2015

The Original Borrower Group modelled the impact of proposed changes to right to buy and the Summer Budget 2015 (as described in more detail above) on its 2015 business plan and has identified an (estimated) net adverse impact of £7 million in the period from 2016 to 2020/21 being made up of:

- The impact of the reductions in rental income are expected to be approximately just under £80 million.
- The levels of surplus generated by the right to buy sales could increase by nearly £60 million in the same period based on cash receipts of just above £110 million (although this is dependent on the detail of the legislation and external factors).
- Additional income of £11 million from charging higher earning tenants market rather than social rents in the same period, and
- Interest savings of £2 million on debt based on the enhanced cashflow from right to buy sales

The Original Borrower will update the modelling in line with the final legislative provisions. There is a requirement of the Regulator for all Registered Providers of Social Housing to submit to them updated business plans by the end of October 2015 demonstrating the impact of the Summer Budget 2015 changes and the response in terms of future development capacity (recognising that the final legislative details are still to be agreed).

It should be noted that the above figures are estimates only.

Affordable Rent Risk

The regulatory framework for social housing in England from 2012 issued by the HCA introduced a new category of social housing rent which allows Registered Providers of Social Housing to charge rents of up to a maximum of 80 per cent of the market rent level on both newly developed stock and on new lettings of a proportion of existing stock as agreed with the HCA. This rent and tenancy combination is known as Affordable Rent. As the rent is linked to market levels, this has the potential to increase cashflow volatility because rents charged will fluctuate in line with market rents. As at 31 March 2015, there were 421 affordable rent tenancies owned and managed by the Original Borrower. Future development of social housing by the Original Borrower is planned to be largely made up of Affordable Rent.

The volatility in rents debt could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore affect the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds. The legislation as currently drafted only exempts shared ownership properties from the rent reduction. All other tenure types are covered by the 1 per cent. rent reduction, including supported housing, affordable rent, social rent and intermediate rent.

Social Housing Sales Risk

The majority of the properties of the Original Borrower are social rented (general needs, sheltered housing and supported housing), all of which have a limited exposure to housing market downturn risk.

Rental income from these properties currently provides the major source of the Original Borrower's income.

However, the Original Borrower has exposure to housing market downturn risk through its shared ownership first tranche sales, social housing sales through its asset management strategy and its staircasing sales.

Shared ownership income is generated on the initial sale of the property (known as the "first tranche") which is sold to the "shared owner"; on subsequent sales of further "tranches" or portions of the property to the shared owner (known as "staircasings"); and in the form of subsidised rent.

The Original Borrower's revenue from first tranche sales, shared equity redemptions and staircasing receipts is exposed to market risk, including both demand and pricing risks.

For the financial year ended 31 March, 2015, first tranche sales for the Original Borrower amounted to £6.4 million, which was 3.2 per cent. of turnover and the Original Borrower had 40 unsold shared ownership units with a book value of £2.9 million. Staircasing receipts for the Original Borrower for the financial year ended 31 March 2015 were £25.2 million.

Housing Grant Risk

The Original Borrower receives grant funding from a variety of sources, including both the HCA and the Greater London Authority (**GLA**). 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 HCA may revise the terms of a grant and reduce entitlement, suspend or cancel any instalment of such a grant. In certain circumstances, set out in the regulatory framework of the HCA, including, but not limited to, failure to comply with conditions associated with the grant or a disposal of the property funded by a grant, the grant may be required to be repaid or reused. These provisions apply equally to grants from the GLA. Any such reduction in, withdrawal of, repayment or re-use of grant funding could adversely impact the future development of a Borrower and could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Under the 2011-2015 Affordable Home Programme, for the financial year ended 3 March, 2015 the Original Borrower received £1.4 million of cash grant and recycled £5.9 million of recycled capital grant funding to deliver 303 affordable rent homes and 130 shared ownership homes.

The 2015-2018 Affordable Homes Programme (the "**New Framework**") was launched in January 2014. The primary change brought about under the New Framework is that all of the available funding is not allocated from the outset. Instead, up to 75 per cent. will be initially allocated, with the remainder being made available via on-going market engagement. The Original Borrower has a development plan stepping up from circa 300+ units in 2016 to circa 1,000 units per annum by 2018.

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. The grant allocations as published in July 2014 show a reduced overall amount of grant funding being allocated to Registered Providers of Social Housing between 2015 and 2018.

The New Framework continues to allow the Original Borrower Group to retain grant used to develop social housing released on the sale of a property. This grant can be retained for up to three years and be recycled into the provision of new units. The failure of a Registered Provider of Social Housing to re-use the grant within the three year period can result in the requirement to repay the grant to either the HCA or GLA. This is known as Recycled Capital Grant Funding (**RCGF**).

The reduced amount of grant available in the sector overall means that the Original Borrower has a reduced capacity to develop without alternative cross-subsidy or funding.

The New Framework for grant funding remains subject to the risk of legislative reform and the mechanism for utilising RCGF is subject to changes in regulatory practice. These changes could have an adverse impact on a Borrower's cashflow and could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its obligations on a timely basis under the Bonds.

Care and Support Risk

4,636 units being 13.5 per cent. of the Original Borrower's total owned and managed stock of 34,207 units is made up of sheltered and supported housing. The rental income from sheltered and supported units for the financial year ended 31 March 2015 was £24.2 million being 10.06 per cent. of the turnover of the Original Borrower.

Additional contract income from providing support services in addition to the housing element was £22.1 million for the financial year ended 31 March, 2015 which was 9.18 per cent. of the Original Borrower's turnover. The surplus generated amounted to £1.1 million. The significant and largely variable cost of such services means that this only represents around 1.16 per cent. of the operating surplus of the Original Borrower Group. The majority of this income is in the form of Supporting People contracts and is subject to contract renewal. The Supporting People programme funds housing related support services provided by organisations such as Registered Providers of Social Housing.

If these contracts were not renewed, this could have an adverse impact on the Original Borrower's cashflow. This volatility could affect the ability of the Original Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore affect the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Commercial Development and Market Risk

Residential property is subject to varying degrees of market and development risk. Market risks include the economic environment, 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.

While the Original Borrower is primarily a provider of affordable housing, it is subject to commercial pressures and undertakes diversified activities where income is subject to such commercial pressure.

The number of social housing units developed by the Original Borrower Group in the financial year 2014/2015 was 433. The number of private sale or market rent units developed by the Original Borrower Group in the financial year 2014/15 was 23. The Original Borrower is therefore exposed, to a limited extent, to market risk in relation to housing for sale, including both demand and pricing risks. Developments for private sale are built on a phase by phase basis, and in the event of a material downturn the Original Borrower has the option to use private sale developments for social housing until such time as it is prudent to re-enter the private sale market.

Operational Risk

The Original Borrower faces a wide range of operational risks. These include general changes to legislation (including taxation), the ability to procure goods and services, the failure of development partners, the recruitment and retention of skilled staff and risks from internal and external systems failures.

The risks may result from major systems failure or breaches in systems security (although, in the case of the Original Borrower, it has prepared business continuity plans in order to mitigate against this, as it is dependent upon its technology in order to deliver business processes) and the consequences of theft, fraud, health and safety and environmental issues, natural disaster and acts of terrorism as well as the risks noted are recognised in constructing the corporate risk map and are reviewed by the Executive and Board of the Original Borrower on a regular basis.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuer will be unable to comply with its obligations as an entity with securities admitted to the Official List and admitted to trading on the London Stock Exchange's regulated market.

Regulatory Risk

The Housing and Regeneration Act 2008, as amended by the Localism Act 2011, (the "**Act**") makes provision for the regulation of social housing provision in England.

The Original Borrower is regulated by the HCA. Pursuant to the Act, the HCA acts as the regulator of Registered Providers of Social Housing in England. The HCA exercises its functions as Regulator acting through a separate committee established to undertake this regulatory role (the "**Regulation Committee**"). The Regulator continues to provide economic regulation for Registered Providers of Social Housing in order to ensure they are financially viable and well governed and to support the confidence of private lenders to provide funds at competitive rates.

The Regulator regulates in accordance with the Regulatory Framework that sets out the standards which apply to Registered Providers of Social Housing (the "**Standards**"). The Standards cover: governance and financial viability; value for money; rent; quality of accommodation; repairs and maintenance; allocations, mutual exchanges and tenure; neighbourhood management, local area co-operation and anti-social behaviour; and tenant involvement and empowerment. Registered Providers of Social Housing 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 Regulator reviews Registered Providers of Social Housing on a regular basis and reports on both Governance and Financial Viability using a scale of one to four where the award of a one or two is regarded as compliant. Any changes to the judgements will be made public on the Regulator's website and include a statement in relation to the changes made. The decision to change a judgement will be made following meetings with the Board and Executive Team.

On 17th December, 2014 the Regulator published a Regulatory Judgment for the Original Borrower which concluded that both the viability and governance standards were met and upgraded the Original Borrower as "G1" for governance. The "V2" judgement for viability was maintained. This combination of judgements is seen by the HCA as 'reasonable and compliant'.

The Regulator has continued to engage with the Original Borrower Group on the management of key risks including the delivery of the Clapham Park Homes Limited (**CPH**) masterplan. The delivery of the regeneration of the Clapham Park area has been re-planned to bring forward the delivery timescale. The Regulator noted that the decisions of the board of the Original Borrower on the delivery of the CPH masterplan would provide a sustainable resolution to the delivery of this plan and effective management of the risks.

The Regulator specifically noted in the Regulatory Judgement that the:

'Delivery of the CPH masterplan, which forms an integral part of the group's business plan, continues to present a potential exposure for Metropolitan. The delivery plan reflects an acceleration in CPH's development for sale programme, with reliance upon sales receipts to cross subsidise the wider regeneration programme. In addition, the abolition of rent convergence from 2015 has a detrimental impact on CPH's rental income with a large proportion of properties let below target rent. The present funding structure for CPH requires annual funder approval of the plan and covenants. Covenants are income and cashflow based with minimal headroom within which to manage the presenting exposures.'

Further detail on the Original Borrower Group's recent history relating to its governance rating is provided in the section headed "*Description of the Original Borrower*" below.

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 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 the sector can continue to attract the necessary finance to build new homes. The Regulator's intention is to strengthen its expectations of Registered Providers of Social Housing in relation to risk management and planning for adverse events. The changes are designed to underpin the financial viability of Registered Providers of Social Housing including the Original Borrower, but it is possible that compliance may result in increased costs. The Regulator has also indicated that it may charge fees to Registered Providers of Social Housing for regulation.

Any breach of new or existing regulations could lead to the exercise of the Regulator's statutory powers. The Regulator publishes guidance on how it regulates. It adopts a proportionate approach with an emphasis on self-regulation and co-regulation. In practice, use of statutory powers is rare. Serious non-compliance with the economic standard is more likely to lead to a downgrade of the Regulator's published regulatory judgement and agreement with the Regulator of the corrective action to be taken. Any such intervention by the Regulator in respect of the Original Borrower may adversely impact its ability to meet its obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Capital Resources and Treasury Risk

To mitigate liquidity risk and augment its capital resources, the Original Borrower currently relies on financing through committed lines of credit from major banks and building societies and through secured term and revolving credit facilities. At 31 March, 2015 the Original Borrower had total gross debt of £888.1 million. However, a Borrower could find itself unable to access sources of financing if bank or building society lines become unavailable to such 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 its ability to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

The Original Borrower is also subject to interest rate risk in respect of its variable rate borrowing although the Original Borrower's hedging strategy seeks to reduce interest rate risk volatility and uncertainty by allowing for a balance of fixed, floating and inflation-linked debt. As at 31 March, 2015, the Original Borrower's total fixed rate debt was 90 per cent.

The Original Borrower achieved the 90 per cent. level by way of a mixture of fixed rates embedded within the relevant loan agreement (and no collateral is required) or ISDA agreements (where cash/property security is required to be posted to meet mark to market (MTM) exposures). The Original Borrower at 31 March 2015 had MTM exposure totalling £41.3 million covered by a mix of property and cash security. A significant reduction in market interest rates would require the posting of additional security and the use of cash may affect the Original Borrower's ability to meet its payment obligations under the Loan Agreement and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

The Original Borrower places surplus funds on overnight and/or short term deposit. Its treasury policy sets out the terms of such deposits (including size, duration and minimum counterparty credit rating). The credit quality of counterparties is reviewed on a regular basis and in the event of a downgrade below the minimum agreed credit criteria, deposits must be withdrawn at the earliest opportunity. However, there is always a risk of a counterparty failing and being unable to repay maturing deposits.

A counterparty failure could have an adverse impact on the Issuer and/or a Borrower's cash flow and could affect the ability of a Borrower to meet its payment obligations under the Bonds and/or its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Pensions Risk

The Original Borrower participates in the following pension schemes:

Social Housing Pension Scheme administered by the Pensions Trust (SHPS)

SHPS is a multi-employer, multi-benefit structure pension scheme. The Original Borrower participates in the defined contribution (DC) benefit structure only. It historically participated in the defined benefit structure however this was closed to future accrual on 31 March 2015.

Since 31 March 2015 active members employed by the Original Borrower have only been able to accrue benefits in the defined contribution (DC) benefit structure of SHPS (SHPS DC). As at 31 March 2015 the Original Borrower had 887 active members accruing benefits in SHPS DC.

The total employer contributions of the Original Borrower to SHPS during the financial year ended 31 March 2015 were £1.7 million. In addition to contributions to fund future service, the Original Borrower also makes annual deficit contributions to SHPS to reduce its accrued liability in SHPS DC. The deficit contributions the Original Borrower made in the financial year ending 31 March 2015 were £2.9 million.

As a multi-employer scheme, it is not possible in the normal course of events to identify on a reasonable and consistent basis the share of underlying assets and liabilities belonging to individual participating employers in SHPS DB as the assets are co-mingled for investment purposes and benefits are paid out of total assets.

Under the Pensions Act 1995 and the Occupational Pension Schemes (Employer Debt) Regulations 2005 (as amended) there is a potential debt that will arise in SHPS DB and be payable by the Original Borrower if one of the following events occurs at a time when the scheme is not fully funded on a buy-out basis:

- The commencement of the winding up of the scheme
- The Original Borrower becomes insolvent
- The Original Borrower withdraws from SHPS DB and there are other participating employers in SHPS

SHPS has confirmed that as long as an employer retains current members in SHPS DC that they will not be treated as having withdrawn from SHPS if they close SHPS DB to future accrual as the Original Borrower has done.

SHPS is a multi-employer pension scheme and as such there is a risk of orphan liabilities for remaining employers when other employers become insolvent, fail to pay their liability calculated under the Employer Debt Regulations or the amount paid under the Employer Debt Regulations is insufficient to meet that departing employer's obligations over time. SHPS undertakes regular employer covenant assessments and only allows employers to accrue DB benefits if it has a strong enough employer covenant. Historically there have not been a material number of insolvencies of SHPS employers as these are primarily Registered Providers of Social Housing. Provided SHPS buys annuities for former employers' members or invests appropriately, there should not be a major risk to the remaining employers.

The Original Borrower has no current intention of withdrawing from SHPS. The actuary to SHPS has estimated that the employer debt that would have been payable if the Original Borrower had withdrawn from SHPS on 30 September 2014 was £156.1 million. This was calculated on the actuarial buy-out basis (i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses).

The Nottinghamshire Pension Fund (NPF) a Local Government Pension Scheme administered by Nottinghamshire County Council

As at 31 March 2015 the Original Borrower had 16 active members participating in the NPF. It is closed to new members.

The employer contributions paid to NPF by the Original Borrower in the accounting period ending 31 March 2015 were £0.14 million.

The deficit of the Original Borrower in the NPF assessed on an FRS17 basis was £2.6 million in the financial year ending 31 March 2015.

General points

Certain forms of re-structuring of the Original Borrower may result in circumstances in which a funding deficit has to be met immediately. 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 Borrower considers 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 the Original 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 regulator of pensions (known as the Pensions Regulator) may require certain parties to make contributions to certain pension schemes that have a deficit. A financial support direction could be served on the Original Borrower if the Original Borrower is connected to/associated with a defined benefit scheme (which could include SHPS) which is insufficiently resourced.

If the annual employer and/or deficit contributions payable by the Original Borrower increased substantially or a contribution notice or financial support direction were to be served on the Original Borrower, this could have an adverse impact on the cash flows of the Original Borrower. If the amount payable was material, this could adversely affect its ability to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Legal and Compliance Risk

The Original Borrower knows the significance to its operations of, and is focused on, adhering to all legal and compliance legislation. The Original Borrower is 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 that has not already been reported and accounted for. If any breach was to occur in the future, this could have an adverse impact on the Original Borrower's results of operations.

The Original Borrower is subject to the provisions of the Consumer Credit Act 1974 (CCA) acting both as the contracted Post Sales Agent for the HCA and in its own name in relation to Shared Equity products. In both roles, the Original Borrower corresponds with those borrowing such Shared Equity products and provides a suite of notices and statements which are required to be in a form specified in the Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007. In the event that the notices and statements are not substantially in the prescribed form, amongst other effects, any interest payable on a customers' account is no longer payable for as long as the notices and statements are non-compliant.

Compliance with the CCA falls under the auspices of the Financial Conduct Authority (FCA) who have substantial enforcement powers. The Original Borrower has identified that some documentation in respect of certain products was non-compliant with the provisions of the CCA. The Original Borrower has reported non-compliance to both the FCA and the Regulator. Proposals have been made for remedying the breach. The potential financial consequence of the issue is not considered to be material and is estimated to be no more than £9.5 million.

The Original Borrower has not received a substantial response from the FCA. However, the identification of any non-compliance and the associated need to repay borrowers and/or fines to the FCA could have an adverse impact on a Borrower's cashflow and could affect the ability of a Borrower to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its obligations on a timely basis under the Bonds.

Furthermore, the Original Borrower has 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 Borrower considers to be prudent for the type of business in which the Original Borrower is engaged and commensurate with Registered Providers of a similar size.

Permitted Reorganisations

The existing Loan Agreements permit the Borrowers to undertake Permitted Reorganisations. In such circumstances, the resulting entity's credit risk may change. An adverse change in credit risk could adversely affect a Borrower's ability to meet its payment obligations under its Loan Agreement on a timely basis and therefore the ability of the Issuer to meet its payment obligations on a timely basis under the Bonds.

Factors which are material for the purpose of assessing the market risks associated with the Bonds

Liability under the Bonds

The Bonds are obligations of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Prospectus. The Bonds will constitute direct, general, secured obligations of the Issuer and will rank equally among themselves.

Interest rate risks

The Bonds bear interest at a fixed rate and therefore involve the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds. For example, if market interest rates subsequently increase above the rate of interest on the Bonds, the Bonds may be a less attractive investment to a future purchase than other investments in the market, and this may result in a decrease in the value of the Bonds.

Redemption prior to maturity

In the event that the Bonds become repayable prior to maturity either following a Loan becoming repayable as a result of a Loan Event of Default (which includes, *inter alia*, failure by a Borrower to make payments of interest under the relevant Loan Agreement) or an Event of Default (as defined in Condition 12 (*Events of Default and Enforcement*)) or due to taxation (pursuant to Condition 9.3 (*Early Redemption for Tax Reasons*)), the Bonds will be redeemed in full at their Outstanding Principal Amount, 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 Bonds. Furthermore, the optional redemption feature of the Bonds 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.

Modification, waivers and substitution

The Conditions of the Bonds and the Bond Trust Deed contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders, including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

The Conditions of the Bonds and the Bond Trust Deed also provide that the Bond Trustee may, without the consent of Bondholders (i) agree to any modification (except as stated in the Bond Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Bonds or any Transaction Document or (ii) determine without the consent of the Bondholders that any Potential Event of Default or Event of Default shall not be treated as such or (iii) agree to the substitution of another registered society or other entity as principal debtor under the Bonds in place of the Issuer, in the circumstances described in the Conditions, provided, in each case, that the Bond Trustee is of the opinion that to do so would not be materially prejudicial to the interest of Bondholders.

Denominations involve integral multiples; definitive Bonds

The Bonds have denominations consisting of a minimum of £100,000 plus one or more higher integral multiples of £1,000. It is possible that the Bonds may be traded in amounts that are not integral multiples of £100,000. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than £100,000 in his account with the relevant clearing system at the relevant time may not receive a definitive Bond in respect of such holding (should definitive Bonds be printed) and would need to purchase a nominal amount of Bonds such that its holding amounts to £100,000.

If definitive Bonds are issued, holders should be aware that definitive Bonds which have a denomination that is not an integral multiple of £100,000 may be illiquid and difficult to trade.

Change in Law

The structure of the issue of the Bonds is based on English law, regulatory and administrative practice in effect as at the date of this Prospectus, and has due regard to the expected tax treatment of all relevant entities under United Kingdom tax law and the published practice of HM Revenue & Customs in force or applied in the United Kingdom as at the date of this Prospectus. No assurance can be given as to the

impact of any possible change to English law, regulatory or administrative practice in the United Kingdom, or to United Kingdom tax law, or the interpretation or administration thereof, or to the published practice of HM Revenue & Customs as applied in the United Kingdom after the date of this Prospectus.

European Monetary Union

It is possible that, prior to the repayment in full of the Bonds, the United Kingdom may become a participating member state in the European Economic and Monetary Union and that the Euro will become the lawful currency of the United Kingdom. The introduction of the Euro could be accompanied by a volatile exchange rate and/or interest rate environment which could adversely affect holders of the Bonds. It cannot be said with certainty what effect the adoption of the Euro by the United Kingdom (if it occurs) will have on the holders of the Bonds.

Potential Conflicts of Interest

Each of the Transaction Parties (other than the Issuer) and their affiliates in the course of each of their respective businesses may provide services to other Transaction 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 Transaction Parties and their affiliates or between such Transaction Parties and their affiliates and such third parties. Each of the Transaction 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 Transaction Party.

Taxation

Under the Conditions of the Bonds (see Condition 10 (*Taxation*) below), the Issuer may, but will not be obliged to, gross up payments in respect of the Bonds 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 Bonds (or, if having previously opted to gross up notifies the Bond Trustee and the Bondholders of its intention to cease grossing up payments in respect of the Bonds), the Bonds will be redeemed in accordance with Condition 9.3 (*Early 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 Bonds. In addition, any amounts in respect of accrued interest which fall due on any such redemption of the Bonds (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 Bondholders 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.

The Original Loan Agreement requires, and each Additional 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 Bonds, see below in "*Taxation*".

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to

payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

However, the European Commission has proposed the repeal of the Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

Investors who are in any doubt as to their position should consult their professional advisers.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Bonds in Sterling. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Sterling. These include the risk that exchange rates may significantly change (including changes due to devaluation of Sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to Sterling would decrease (1) the Investor's Currency-equivalent yield on the Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Bonds and (3) the Investor's Currency-equivalent market value of the Bonds. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Bonds are legal investments for it, (2) the Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of the Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules.

Risks Relating to the Security of the Bonds

Considerations relating to the Issuer Security and the Underlying Security

The Bonds will be secured by the Issuer Security granted in favour of the Bond Trustee for the benefit of itself, the Bondholders and the other Issuer Secured Creditors. Such Issuer Security will include security over each Loan Agreement, the Security Trust Deed and the Legal Mortgages. The Underlying Security created pursuant to the Legal Mortgages includes first legal mortgages, first fixed charges and assignments over the property and rights set out in the relevant Legal Mortgage given by each Borrower in favour of the Security Trustee for the benefit of itself and, *inter alios*, the Issuer.

The validity of any security given by the Borrowers in connection with additions and substitutions of Mortgaged Properties may depend on the solvency of the relevant Borrower at the time of the grant.

Environmental Considerations

Under relevant UK environmental legislation, liability for environmental matters can be imposed on the "owner" or "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 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 them or not. These costs may be significant and may affect the ability of the Borrowers to meet their payment obligations under the Loan Agreements.

In addition, the presence of hazardous or toxic substances, or the failure to adequately remedy adverse environmental conditions at a Mortgaged Property, may adversely affect the market value of the Mortgaged Property, as well as the Borrowers' ability to sell, lease or refinance the Mortgaged Property. Any environmental liability imposed on a Borrower could also affect the ability of the relevant Borrower to meet its payment obligations under its Loan Agreement.

Sufficiency of Insurance

Although each Mortgaged 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 a Mortgaged Property not adequately covered by insurance could result in a shortfall in funds available to meet the Borrowers' payment obligations under the Loan Agreements.

Investment of Retained Proceeds in Permitted Investments

For so long as any part of the net proceeds of the issue of the Bonds remains undrawn pursuant to the Loan Agreements, 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 in accordance with the Custody Agreement.

Although Permitted Investments are limited to highly rated securities which satisfy certain specified criteria (which, other than with respect to any investment in money market funds, deposits or direct obligations of the United Kingdom or of any agency or instrumentality of the United Kingdom which are guaranteed by the United Kingdom (which must have a maturity date of no later than 5 April 2048), includes a requirement that the investments have a maturity date which is no later than the earlier of (i) the date falling 5 years after the date of purchase and (ii) 5 April 2048), the Issuer may be required to liquidate such Permitted Investments (a) prior to the enforcement of the Issuer Security, (in the case of the Permitted Investments purchased with Retained Proceeds) to fund advances to a Borrower pursuant to a Loan Agreement or to fund redemptions of the Bonds in accordance with the Conditions or (b) following the enforcement of the Issuer 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 the Issuer Security, any losses realised by the Issuer in respect of a sale of Permitted Investments purchased with Retained Proceeds is passed on to the Borrowers pursuant to the terms of the 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 Bonds. However, following the enforcement of the Issuer 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 Bonds. 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 Issuer Security takes place prior to the Initial Properties and the Additional Properties being charged with an aggregate Minimum Value equal to the principal amount of

the Bonds, and/or at a time when the Permitted Investments have been acquired with the disposal proceeds or otherwise charged by a Borrower as security, the value of the proceeds of enforcement of the Underlying Security, together with such amounts, may be insufficient to enable the Issuer to pay its obligations under the Bonds in full.

Addition of new Borrowers

To the extent that the Issuer is able to make further advances to the Borrowers under the Loan Agreements in respect of Retained Proceeds or following a further issue of bonds, further members of the Original Borrower Group may become Additional Borrowers, ***provided that*** (a) such new borrower is charitable and a Registered Provider of Social Housing, (b) such member has entered into a Loan Agreement and acceded to the Security Trust Deed (c) such member has entered into a legal mortgage in substantially the form set out in the existing Security Trust Deed (together with such security documents as it is required to enter into pursuant to such legal mortgage), and (d) certain other conditions precedent are complied with in accordance with the terms of the Security Trust Deed.

In such circumstances, if the new Borrower's credit risk were weaker than that of the rest of the existing Borrowers, the Issuer would become subject to increased credit risk in respect of the Original Borrower Group.

The Issuer's ability to meet its obligations under the Bonds after enforcement under the 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 Agreements (subject to the limitations of each guarantee). If there are no other Borrowers at such time 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 enforce the Underlying Security and appoint a Receiver pursuant to its powers under the Security Trust Deed.

The Issuer's ability to continue to pay principal and interest on the Bonds 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 Underlying Security, sufficient funds to make such payment.

Fixed charges may take effect under English law as floating charges

Pursuant to the Issuer Security Deed, the Issuer has purported to grant fixed charges over, amongst other things, all rights and benefits under the Transaction Account, the Ongoing Cash Security Account and the 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 Bond 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 Bond 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.

Claims of Creditors of the Issuer other than Issuer Secured Creditors

Under English law, any creditor (who has not entered into non-petition clauses) would (save where an administrator has been appointed) be able to commence insolvency or winding up proceedings against the Issuer in respect of any unpaid debt with a value in excess of £750.

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 a Mortgaged 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. The consequence of being a mortgagee in possession would be that the Security Trustee may be obliged to account to a Borrower for the income obtained from the Mortgaged Property, be liable

for any damage to the Mortgaged Property, have a limited liability to repair the Mortgaged Property and, in certain circumstances, be obliged to make improvements or incur financial liabilities in respect of the Mortgaged Property. A mortgagee in possession may also be liable to a tenant for any mismanagement of the relevant property and may incur liabilities to third parties in nuisance and negligence and, under certain statutes (including environmental legislation), the liabilities of a property owner. Pursuant to the Security Trust Deed the Issuer and the Borrowers are required to indemnify the Security Trustee against all liabilities and expenses suffered or incurred by it and, pursuant to the Loan Agreements, the Borrowers are (or will be) required to indemnify the Issuer and the Security Trustee on demand against any loss or liability incurred in connection with their respective Loan Agreement. The obligation to indemnify the Security Trustee may mean that there is a shortfall in funds available to pay all amounts due and owing under the Bonds and/or the Loan Agreements.

Moratorium

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 working day moratorium on the disposal of land (including the enforcement of any security) by an insolvent non-profit Registered Provider of Social Housing will apply, upon certain steps being taken in relation to that provider such as presenting a winding up petition or appointing an administrator. The Regulator may then seek to agree proposals about the future ownership and management of the provider's land with its secured creditors. The moratorium procedure may adversely affect the Issuer's ability to enforce its security over the Mortgaged Properties, as the procedure stipulates actions that must be taken by a secured creditor prior to that secured creditor being able to enforce its security and gives powers to the Regulator in respect of certain secured assets. This, in turn, could affect the Bond Trustee's ability to enforce its security against the Issuer under the Issuer Security Deed.

There may also be a moratorium on enforcement against the Issuer pursuant to the relevant provisions of the Insolvency Act 1986, if an administrator were to be appointed to the Issuer. This may limit or delay the Bond Trustee's ability to enforce security against the Issuer under the Issuer Security Deed (and therefore, in turn, to direct the Issuer to enforce the security granted by the Borrowers over the Mortgaged Properties), for so long as the Issuer remains subject to administration.

Risks Relating to the Market Generally

Potential Limited Liquidity

The Bonds may not have an established market when issued. There can be no assurance of a secondary market for the Bonds or the continued liquidity of such market if one develops. The development or continued liquidity of any secondary market for the Bonds will be affected by a number of factors such as the state of credit markets in general and the creditworthiness of the Borrowers, as well as other factors such as the time remaining to the maturity of the Bonds.

Credit ratings may not reflect all risks

It is expected that the Bonds will be rated "AA-" by S&P. This rating may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the assigning rating agency at any time.

S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). As such, S&P is included in the list of credit rating agencies published by the ESMA on its website in accordance with such Regulation.

CONDITIONS OF THE BONDS

The following are the Conditions of the Bonds which will be endorsed on each Bond in definitive form (if issued).

The £250,000,000 4.125 per cent. Secured Bonds due 2048 (the "**Bonds**", which expression shall in these Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 19 (*Further Issues*) and forming a single series with the Bonds) of Metropolitan Funding plc (the "**Issuer**") are constituted by a Bond Trust Deed (as modified and/or amended and/or supplemented and/or restated from time to time, the "**Bond Trust Deed**") dated 5 October 2015 and made between the Issuer and Prudential Trustee Company Limited (the "**Bond Trustee**", which expression shall include any successor as Bond Trustee) as trustee for the holders of the Bonds (the "**Bondholders**"), the holders of the principal receipts appertaining to the Bonds (the "**Receiptholders**" and "**Receipts**" respectively) and the holders of the interest coupons appertaining to the Bonds (the "**Couponholders**" and the "**Coupons**" respectively, which expressions shall, unless the context otherwise requires, include the talons for further interest coupons (the "**Talons**") and the holders of the Talons).

The Bonds have the benefit of a paying agency agreement (as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 5 October 2015 and made between the Issuer, the Bond Trustee, The Bank of New York Mellon, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor agent) and 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 together with the Principal Paying Agent, the "**Agents**").

Copies of the Bond Trust Deed, the Agency Agreement, the Loan Agreements, the Legal Mortgages, the Issuer Security Deed and the Security Trust Deed are available for inspection during normal business hours at the registered office for the time being of the Bond Trustee being at the date of the issue of the Bonds at Laurence Pountney Hill, London EC4R 0HH and at the specified office of each of the Paying Agents. The Bondholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Bond Trust Deed and the Agency Agreement. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Bond Trust Deed, which includes the form of the Bonds, and/or the Agency Agreement.

1. DEFINITIONS

Words and expressions defined in the Bond Trust Deed or the Agency Agreement shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated.

In these Conditions:

"**Account Agreement**" means the Account Agreement dated 5 October 2015 and made between the Issuer, the Bond Trustee and the Account Bank, 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 Bonds as a result of (i) the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Bonds for that accounting period and plus (ii) 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 Borrower**" means any entity which (i) is charitable; (ii) is a Registered Provider of Social Housing; and (iii) has acceded to the Security Trust Deed as a Borrower;

"**Additional Loan Agreement**" means a loan agreement between the Issuer, an Additional Borrower and the Security Trustee;

"Appointee" means any attorney, manager, agent, delegate, nominee, custodian, receiver, co-trustee or other person appointed by the Bond Trustee under, or pursuant to, these Conditions, the Bond Trust Deed or the Issuer Security Deed;

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

"Bondholder Put Amount" has the meaning given to it in Condition 9.10 (*Bondholder Put Option*);

"Bondholder Put Option" means the option for Bondholders to require the Issuer to procure that a member of the Original Borrower Group purchases their Bonds following the Issuer agreeing with a Borrower to increase its Commitment, following another Borrower ceasing to be a Registered Provider of Social Housing, as described in Condition 9.10 (*Bondholder Put Option*);

"Bondholder Specific Withholding" means any withholding or deduction of Taxes which is required in respect of any payment in respect of any Bond, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to the Taxes in respect of the Bond, Receipt or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Bond, Receipt or Coupon; or
- (b) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (c) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bond, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or
- (d) 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*));

"Borrowers" means the Original Borrower and any Additional Borrower, in each case for so long as it is a borrower under a Loan Agreement;

"Business Day" means, for the purposes 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" means, in respect of any Bonds purchased by a Borrower or any other member of the Original Borrower Group which have been surrendered to the Issuer for cancellation (other than, for the avoidance of doubt, any cancellation of Retained Bonds by the Issuer), a portion of the Retained Proceeds corresponding to the percentage of the Undrawn Commitment which has been cancelled, in accordance with the relevant Loan Agreement, pursuant to the surrender for cancellation of such Bonds;

"Charged Cash" means, at any time, the aggregate of all amounts (whether representing proceeds of disposal or other moneys) standing to the credit of the Ongoing Cash Security Account 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;

"Charitable Group Member" means the Original Borrower and any charitable member of the Original Borrower Group which is connected with the Original Borrower for the purposes of section 939G of the Corporation Tax Act 2010;

"Commitment" means the Original Commitment and any further commitment entered into by the Issuer in relation to the making of further Loans to one or more Borrowers;

"Compliance Certificate" means a certificate, signed by two authorised signatories of a Borrower, substantially in the form contained in the Loan Agreements setting out, inter alia, calculations in respect of the Asset Cover Test;

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

"Custody Account" means the account of the Issuer set up with the Custodian in respect of the Permitted Investments in accordance with the Custody Agreement;

"Custody Agreement" means the Custody Agreement dated 5 October 2015 and made between the Issuer, the Bond Trustee and the Custodian, as amended and/or supplemented and/or restated from time to time;

"Event of Default" has the meaning given to it in Condition 12.1 (Events of Default);

"Finance Documents" means:

- (a) the Loan Agreements;
- (b) each Security Document; and
- (c) any other document designated as such by the Issuer and the Borrower;

"Fitch" means Fitch Ratings Ltd or any successor thereto;

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

"Incorporated Terms Memorandum" means the incorporated terms memorandum dated 5 October 2015 and made between, *inter alios*, the Issuer, and the Bond Trustee, as amended and/or supplemented and/or restated from time to time;

"Initial Cash Security Account" means the account of the Issuer set up with the Account Bank in respect of the Retained Proceeds in accordance with the Account Agreement;

"Instalment Redemption Date" has the meaning given to it in Condition 9.1 (*Redemption in Instalments*);

"Interest Payment Date" has the meaning given to it in Condition 7.1 (*Interest Rate and Interest Payment Dates*);

"Issue Date" means 5 October 2015;

"Issuer Charged Property" has the meaning given to it in Condition 4 (Security);

"Issuer Secured Creditors" means the Bond Trustee in its own capacity and as trustee on behalf of those persons listed as entitled to payment in the Issuer Security Deed, the Bondholders, the Paying Agents, the Custodian, the Retained Bond Custodian and the Account Bank;

"Issuer Security" has the meaning given to it in Condition 4 (*Security*);

"Issuer Security Deed" means the security deed dated 5 October 2015 and entered into by the Issuer in favour of the Bond Trustee, constituting the Issuer Security;

"Legal Mortgages" means (a) the Legal Mortgage dated 5 October 2015 and made between the Original Borrower and the Security Trustee pursuant to which the Original Borrower provides security in respect of its obligations under the Loan Agreement and (b) any additional legal mortgage entered into between a Borrower and the Security Trustee pursuant to which the relevant Borrower provides security in respect of its obligations under a Loan Agreement;

"Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings, indemnity payments or other liabilities whatsoever including legal fees and any Taxes and penalties incurred by that person;

"Loan" means a loan made by the Issuer to a Borrower pursuant to the terms of a Loan Agreement;

"Loan Agreements" means the Original Loan Agreement and each Additional Loan Agreement;

"Loan Event of Default" has the meaning given to it in the Loan Agreements;

"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;

"Maturity Date" means 5 April 2048, being the final Instalment Redemption Date;

"Moody's" means Moody's Investors Service Limited or any successor thereto;

"Ongoing Cash Security Account" means the account of the Issuer set up with the Account Bank in respect of the Charged Cash in accordance with the Account Agreement;

"Original Borrower" means Metropolitan Housing Trust Limited;

"Original Borrower Group" means the Original Borrower and any present or future, direct or indirect, Subsidiaries of the Original Borrower (which includes, for the avoidance of doubt, any entity with which any Borrower may merge or be consolidated or amalgamated with at any time including as a result of a Permitted Reorganisation);

"Original Commitment" has the meaning given to it in the Original Loan Agreement;

"Original Loan Agreement" means the loan agreement dated the Issue Date between the Issuer, the Original Borrower and the Security Trustee;

"Outstanding Principal Amount" means, in respect of each Bond, its principal amount as reduced from time to time pursuant to Condition 9.1 (*Redemption in Instalments*);

"Permitted Investments" means one or more of the following obligations or securities (including, without limitation, any investments for which the Custodian or an affiliate provides services):

- (a) deposits with any United Kingdom bank or building society 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 or "A2" from Moody's;
- (b) deposits with any non-United Kingdom bank subject to such bank having long term senior unsecured debt credit ratings of not less than "AA" from S&P or "Aa2" from Moody's;
- (c) full recourse debt instruments with a maturity no later than the earlier of (i) the date falling 5 years after the date of purchase and (ii) 5 April 2048 that are issued by EU credit institutions having long term senior unsecured debt credit ratings of not less than "AAA" from S&P or "Aaa" from Moody's that are fully secured or "covered" by a pool of on-balance sheet collateral;
- (d) securities with a maturity no later than the earlier of (i) the date falling 5 years after the date of purchase and (ii) 5 April 2048 that are issued by supranational agencies having long term senior unsecured debt credit ratings of not less than "AAA" from S&P or "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 "AAAmf" 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 5 April 2048,

provided that (i) in all cases, such investment shall be an investment which is denominated in Sterling and (ii) in the case of (a) to (e), no more than £20,000,000 shall be deposited with any one institution or invested in any one security;

"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 Reorganisation" means any amalgamation, merger, consolidation or transfer of engagements (whether entering into or acceptance thereof) of the whole of a 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) made between such Borrower ("**Party A**") and any other entity ("**Party B**") provided that (i) 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; and (iii) a certificate executed by two authorised signatories of Party A or Party B confirming the above is provided to the Bond Trustee;

"Potential Event of Default" means any act, event or circumstance which with the expiry of a grace period, the giving of notice, determination of materiality or other determination would constitute an Event of Default;

"Put Option Date" has the meaning given to it in Condition 9.10 (*Bondholder Put Option*);

"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 a status which, in the opinion of the Issuer and the Bond Trustee, is substantially equivalent under any replacement or successor legislation thereto;

"Relevant Date" means, in respect of any payment, the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Bond Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Bondholders in accordance with Condition 15 (*Notices*);

"Relevant 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 Bonds, Receipts or Coupons;

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

"Retained Bond Custody Agreement" means the custody agreement relating to the Retained Bonds dated 5 October 2015 and made between the Issuer, the Bond Trustee and the Retained Bond Custodian, as amended and/or supplemented and/or restated from time to time;

"Retained Bond Premium Amount" means, in respect of any sale by the Issuer of Retained Bonds, the amount of any net profits or gains arising from such sale which are within the charge to corporation tax (if any);

"Retained Bonds" means £100,000,000 in principal amount of the Bonds purchased by the Issuer on the Issue Date;

"Retained Proceeds" means, at any time, (a) an amount of the net issue proceeds of the Bonds (other than the Retained Bonds) 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 Bonds (less any Retained Bond Premium Amount) 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 the Borrower (if any);

"Security Adjustment Certificate" means a certificate, signed by two authorised signatories of a Borrower, substantially in the form contained in the Loan Agreements setting out, inter alia, a summary of the additions, withdrawals and substitutions of properties which have taken place during the preceding financial year;

"Security Documents" means (a) the Legal Mortgages, (b) the Security Trust Deed and (c) any other document creating, evidencing or granting any guarantee or security in support of the obligations of the Borrowers under the Finance Documents;

"Security Trust Deed" means the Security Trust Deed dated 5 October 2015 between the Original Borrower and the Security Trustee (as may be amended and/or supplemented and/or restated from time to time);

"Security Trustee" means Prudential Trustee Company Limited as security trustee under the Security Trust Deed for, *inter alios*, the Issuer;

"Subsidiary" has the meaning given to that term in section 271 of the Housing and Regeneration Act 2008 or section 1159 of the Companies Act 2006, as applicable;

"S&P" means Standard & Poor's Ratings Services or any successor thereto;

"Taxes" has the meaning given to it in Condition 10.1 (*Payments without withholding*);

"Transaction Account" means the account of the Issuer set up with the Account Bank in respect of the Bonds in accordance with the Account Agreement;

"Transaction Documents" means the Loan Agreements, the Bond Trust Deed, the Issuer Security Deed, the Legal Mortgages, the Security Trust Deed, the Agency Agreement, the Account Agreement, the Custody Agreement, the Incorporated Terms Memorandum and the Retained Bond Custody Agreement;

"Transaction Parties" means any person who is party to a Transaction Document;

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

"Undrawn Commitment" means, at any time, a Commitment which has not been advanced to the relevant Borrower or previously cancelled pursuant to a Loan Agreement;

"Valuation Report" has the meaning given to it in the Loan Agreements; and

"Valuer" has the meaning given to it in the Loan Agreements.

2. **FORM, DENOMINATION AND TITLE**

The Bonds are in bearer form, serially numbered, in the denomination of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000, with Coupons, Receipts and Talons attached on issue. No Bonds will be issued with a denomination above £199,000.

Title to the Bonds, Receipts and Coupons will pass by delivery. The Issuer, any Paying Agent and the Bond Trustee will (except as otherwise required by law) deem and treat the bearer of any Bond, 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.

3. STATUS

The Bonds, Receipts and Coupons are direct obligations of the Issuer, secured in the manner set out in Condition 4 (*Security*), and rank *pari passu* without preference or priority amongst themselves.

4. SECURITY

The Issuer's obligations in respect of the Bonds are secured (subject as provided in these Conditions and the Issuer Security Deed) pursuant to the Issuer Security Deed in favour of the Bond Trustee for the benefit of itself and the Bondholders and the other Issuer Secured Creditors as follows:

- (a) 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;
- (b) 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 Transaction Account, the Ongoing Cash Security Account, the Initial Cash Security Account and the Custody Account and all debts represented thereby; and
- (c) by a charge by way of first fixed charge over the Paying Agents' obligation to repay to the Issuer all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Bonds and not otherwise claimed.

The property charged and assigned pursuant to the Issuer Security Deed listed in (a) to (c) above, together with any other property or assets held by and/or assigned to the Bond Trustee and/or any deed or document supplemental thereto, is referred to herein as the "**Issuer Charged Property**" and the security created thereby, the "**Issuer Security**".

The Issuer Security shall become enforceable:

- (i) upon the delivery of an Acceleration Notice in accordance with Condition 12 (*Events of Default and Enforcement*); or
- (ii) if a person who is entitled to do so presents an application to the court for the appointment of an administrator of the Issuer, gives notice of intention to appoint an administrator of the Issuer or files such notice with the court.

5. ORDER OF PAYMENTS

5.1 Pre-enforcement

Prior to the enforcement of the Issuer Security, the Issuer shall apply the moneys standing to the credit of the Transaction Account on each Interest Payment Date and such other dates on which a payment is due in respect of the Bonds 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 Bonds);
- (b) *second*, in payment of any Liabilities incurred by the Bond Trustee and any Appointee (including remuneration payable to it and any Appointee) in carrying out its functions under the Bond Trust Deed and the Issuer Security Deed;
- (c) *third*, in payment of any Liabilities incurred by the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;

- (d) *fourth*, in payment of any other unpaid fees, expenses and liabilities of the Issuer (in so far as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (e) *fifth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (f) *sixth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (g) *seventh*, in payment, on a *pro rata* and *pari passu* basis, to the Borrowers of any amounts due and payable under the terms of the Loan Agreements; and
- (h) *eighth*, in payment of any Permitted Investment Profit, Accounting Profit or Retained Bond Premium Amount, as the case may be, to any Charitable Group Member.

5.2 **Post-enforcement**

Following the enforcement of the Issuer Security, all moneys standing to the credit of the Transaction Account, the Ongoing Cash Security Account and the Initial Cash Security Account and the net proceeds of enforcement of the Issuer Security shall be applied in the following order of priority (the "**Post-enforcement Priority of Payment**"):

- (a) *first*, in payment or satisfaction of the Liabilities incurred by the Bond Trustee or any Receiver or Appointee in preparing and executing the trusts under the Bond Trust Deed and the Issuer Security Deed (including the costs of realising any Issuer Security and the Bond Trustee's and such Appointee's or Receiver's remuneration);
- (b) *second*, in payment of all Liabilities incurred by the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;
- (c) *third*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (d) *fourth*, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (e) *fifth*, in payment of any other unpaid fees and expenses of the Issuer (in each case insofar as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (f) *sixth*, in payment, on a *pro rata* and *pari passu* basis, to the Borrowers of any amounts due and payable under the terms of the Loan Agreements; and
- (g) *seventh*, in payment of any Permitted Investment Profit, Accounting Profit or Retained Bond Premium Amount, as the case may be, to any Charitable Group Member.

6. **COVENANTS**

6.1 **General Covenants**

In addition to the covenants of the Issuer set out in the Bond Trust Deed, for so long as any of the Bonds remain outstanding, the Issuer covenants that it will not, without the consent in writing of the Bond Trustee, engage in any activity or do anything other than:

- (a) carry out the business of a company which has as its purpose raising finance and on-lending such finance for the benefit of the Borrowers (including, without limitation, as envisaged by the Transaction Documents); and
- (b) perform any act incidental to or necessary in connection with (a) above.

The Issuer also covenants, for so long as any of the Bonds remain outstanding, not to create or permit to subsist, over any of the security constituted by or created pursuant to the Issuer Security

Deed, any mortgage or charge or any other security interest ranking in priority to, or *pari passu* with, the security created by or pursuant to the Issuer Security Deed.

6.2 Information Covenants

For so long as any of the Bonds remain outstanding, the Issuer shall:

- (a) send to the Bond Trustee and, upon request by any Bondholder to the Issuer, make available to such Bondholder at the Issuer's registered office during normal business hours, a copy of the Compliance Certificates (and, subject to the consent of the relevant Valuer(s), the Valuation Report(s) delivered for the purpose of preparing such Compliance Certificates) and the Security Adjustment Certificates promptly upon receipt of the same from the Borrowers pursuant to the terms of the Loan Agreements;
- (b) send to the Bond Trustee and, upon request by any Bondholder to the Issuer, make available to such Bondholder at the Issuer's registered office during normal business hours, a copy of the audited financial statements of the each Borrower promptly upon publication of the same by the Borrowers;
- (c) at the request of Bondholders holding not less than 50 per cent. in principal amount of the Bonds for the time being outstanding, convene a meeting of the Bondholders to discuss the financial position of the Issuer and the Original Borrower Group, **provided, however, that** the Issuer shall not be required to convene any such meeting pursuant to this Condition 6.2(c) more than once in any calendar year. Upon the request of Bondholders to convene any such meeting, as aforesaid, the Issuer shall notify all Bondholders 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 15 (*Notices*). The Issuer shall act in good faith in addressing any questions regarding the financial position of itself or any other member of the Original Borrower 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(c) are in addition to the meetings provisions set out in Condition 17 (*Meetings of Bondholders, Modification and Waiver*); and
- (d) at any time (if so instructed by any Bondholder) procure that the Borrowers deliver, or procure the delivery, to the Issuer and the Bond Trustee of a Full Valuation Report or a Desk Top Valuation, as so requested, prepared by a Valuer, subject to such indemnity or pre-funding as to the costs of preparing the same as the Issuer (on behalf of itself and the Borrowers) shall require from the relevant Bondholder.

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

For so long as any of the Bonds remain 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 written consent of the Bond Trustee. The Bond Trustee may seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

7. INTEREST

7.1 Interest Rate and Interest Payment Dates

The Bonds bear interest on their Outstanding Principal Amount from (and including) 5 October 2015 at the rate of 4.125 per cent. per annum, payable semi-annually in arrear on 5 April and 5 October in each year (each, an "**Interest Payment Date**").

7.2 Interest Accrual

Each Bond will cease to bear interest from (and including) its due date for redemption unless, upon due presentation, payment of the principal in respect of the Bond is improperly withheld or

refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Bond Trust Deed.

7.3 **Calculation of Broken Interest**

When interest is required to be calculated in respect of a period of less than a full half year, it shall be calculated on the basis of (a) the actual number of days in the period from (and including) the date from which interest begins to accrue (the "**Accrual Date**") to (but excluding) the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to (but excluding) the next following Interest Payment Date multiplied by 2, and multiplying this by the rate of interest specified in Condition 7.1 above and the relevant Outstanding Principal Amount of the Bonds.

8. **PAYMENTS**

8.1 **Payments in respect of Bonds, Receipts and Coupons**

Payments of principal and interest in respect of each Bond will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Bond, except that payments of interest on an Interest Payment Date will be made against presentation and surrender (or in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

Payments of instalments of principal on an Instalment Redemption Date (other than the Instalment Redemption Date falling on the Maturity Date) will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Receipt, in each case at the specified office outside the United States of any of the Paying Agents. Each Receipt must be presented for payment together with the Bond to which it appertains. Receipts presented without the Bond to which they appertain do not constitute valid obligations of the Issuer.

8.2 **Method of Payment**

Payments will be made by credit or transfer to an account in Sterling maintained by the payee with, or, at the option of the payee, by a cheque in Sterling drawn on, a bank in London.

8.3 **Missing Unmatured Receipts or Coupons**

Each Bond should be presented for payment together with all relative unmatured Receipts or Coupons (which expression shall, for the avoidance of doubt, include Coupons falling to be issued on exchange of matured Talons), failing which the full amount of any relative missing unmatured Receipt or Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Receipt or Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Receipt or Coupon at any time before the expiry of 10 years after the Relevant Date in respect of the relevant Bond (whether or not the Receipt or Coupon would otherwise have become void pursuant to Condition 11 (*Prescription*)) or, if later, five years after the date on which the Receipt or Coupon would have become due, but not thereafter.

8.4 **Payments subject to Applicable Laws**

Payments in respect of principal and interest on the Bonds are subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

8.5 **Payment Day**

If the date for payment of any amount in respect of any Bond, 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*)):

- (a) is, or falls after, the relevant due date;
- (b) is, or falls at least one Business Day after, the corresponding Loan Payment Day;
- (c) is a Business Day in the place of the specified office of the Paying Agent at which the Bond, Receipt or Coupon is presented for payment; and
- (d) in the case of payment by a credit or transfer to a Sterling account in London as referred to above, is a Business Day in London.

In this Condition, "**Business Day**" means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place.

8.6 **Initial Paying Agents**

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Bond Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents **provided that**:

- (a) there will at all times be a Principal Paying Agent;
- (b) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in a European city which, so long as the Bonds are admitted to official listing on the London Stock Exchange, shall be London or such other place as the Financial Conduct Authority may approve; and
- (c) the Issuer undertakes to maintain a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination or appointment and of any changes in specified offices will be given to the Bondholders promptly by the Issuer in accordance with Condition 15 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Bond Trustee and do not assume any obligation to, or relationship of agency or trust with, any Bondholders, Receiptholders or Couponholders. 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 paying agent.

8.7 **Interpretation of principal and interest**

Any reference in these Conditions to principal in respect of the Bonds shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 10 (*Taxation*); and
- (b) any specific redemption price referred to in Condition 9 (*Redemption and Purchase*) which may be payable by the Issuer under or in respect of the Bonds.

Any reference in these Conditions to interest in respect of the Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 10 (*Taxation*).

9. REDEMPTION AND PURCHASE

9.1 Redemption in Instalments

Unless previously redeemed, or purchased and cancelled as specified in these Conditions, the Bonds will be redeemed in ten equal instalments (each a "**Redemption Instalment**") of £100 per £1,000 in original principal amount on each Interest Payment Date from, and including, 5 October 2043 to, and including, the Maturity Date (each an "**Instalment Redemption Date**").

9.2 Early Redemption

If, in accordance with the Loan Agreements, a Borrower elects to prepay its Loan in whole or in part prior to the repayment date specified in the relevant Loan Agreement, then (if no replacement Commitment is put in place with another Borrower) the Issuer shall redeem the Bonds in whole or, in respect of a prepayment in part, in an aggregate Outstanding 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 the relevant Borrower under the relevant Loan Agreement (the "**Loan Prepayment Date**").

Redemption of the Bonds pursuant to this Condition 9.2 shall be made at the higher of the following:

- (a) their Outstanding Principal Amount; and
- (b) the amount (as calculated by a financial adviser nominated by the Issuer and approved by the Bond Trustee (the "**Nominated Financial Adviser**") and reported in writing to the Issuer and the Bond Trustee) which is equal to the Outstanding Principal Amount of the Bonds to be redeemed multiplied by the price (expressed as a percentage and calculated by the Nominated Financial Adviser) (rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Bonds (if the Bonds 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) 0.20 per cent.,

together with any interest accrued up to (but excluding) the Loan Prepayment Date.

For the purposes of this Condition:

"**Benchmark Gilt**" means the 3.5 per cent. Treasury Gilt 2045 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 (failing such determination, as determined by the Bond Trustee with such advice) to be the most appropriate benchmark conventional UK Government Gilt;

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

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

9.3 Early 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 Bond 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 Bondholder Specific Withholding) and the Issuer does not opt to pay additional amounts pursuant to Condition 10.2 (*No obligation to pay additional amounts*) or, having so opted, notifies the Bond Trustee and the Bondholders, in accordance with Condition 15 (*Notices*), of its intention to cease paying such additional amounts, the Issuer shall redeem the Bonds in whole, but not in part, at their

Outstanding 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 Bonds 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 Bonds (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.

9.4 **Mandatory Early Redemption**

If a Loan becomes repayable:

- (a) as a result of a Loan Event of Default; or
- (b) following a Borrower ceasing to be a Registered Provider of Social Housing (other than if the relevant Borrower regains its status as a Registered Provider of Social Housing within 180 days),

then (unless the Issuer has agreed with another Borrower 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 Bonds would otherwise be redeemed), the Issuer shall redeem the Bonds in an aggregate principal amount equal to the principal amount of the relevant Loan at their Outstanding Principal Amount, plus accrued interest to (but excluding) the date on which the Loan is repaid (the "**Loan Repayment Date**"), on the date which is two Business Days after the Loan Repayment Date.

9.5 **Notice of Early Redemption**

Notice of any early redemption in accordance with Condition 9.2 (*Early Redemption*), Condition 9.3 (*Early Redemption for Tax Reasons*) or Condition 9.4 (*Mandatory Early Redemption*) above shall be given by the Issuer to the Bond Trustee, the Paying Agents and the Bondholders, in accordance with Condition 15 (*Notices*), as promptly as practicable.

In the case of a partial redemption of Bonds, Bonds to be redeemed will be selected in such place as the Bond Trustee may approve and in such manner and at such time as the Bond Trustee may deem appropriate and fair. Notice of any such selection will be given by the Issuer to the Bondholders as promptly as practicable. Each notice will specify the date fixed for redemption, the early redemption amount and the aggregate Outstanding Principal Amount of the Bonds to be redeemed, the serial numbers of the Bonds called for redemption, the serial numbers of Bonds previously called for redemption and not presented for payment and the aggregate Outstanding Principal Amount of the Bonds which will be outstanding after the partial redemption.

9.6 **Calculations**

Each calculation, by or on behalf of the Issuer, for the purposes of this Condition 9 shall, in the absence of 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, such amounts may be calculated by the Bond Trustee, or an agent appointed (at the expense of the Issuer) by the Bond Trustee for this purpose, (without any liability accruing to the Bond 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.

9.7 **Purchase of Bonds by a Borrower or members of the Original Borrower Group**

A Borrower and any other member of the Original Borrower Group (other than the Issuer) may at any time purchase Bonds in the open market or otherwise at any price. Following any such purchase, such Borrower or such member of the Original Borrower Group, as the case may be, may (but is not obliged to) surrender the Bonds to the Issuer for cancellation. An amount equal to the Outstanding Principal Amount of the Bonds being surrendered shall be deemed to be prepaid under the Loan Agreement specified by such Borrower or member of the Original Borrower Group (but, for the avoidance of doubt, without triggering a redemption under

Condition 9.2 (*Early Redemption*)) or, to the extent that the relevant Loan is not then outstanding, an amount of the Undrawn Commitment equal to the Outstanding Principal Amount of the Bonds 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 member of the Original Borrower Group, as the case may be.

9.8 **Purchase of Bonds by the Issuer**

The Issuer shall purchase the Retained Bonds on the Issue Date and may at any time purchase Bonds in the open market or otherwise at any price.

9.9 **Cancellation of purchased or redeemed Bonds**

All Bonds redeemed by the Issuer pursuant to Condition 9.2 (*Early Redemption*), Condition 9.3 (*Early Redemption for Tax Reasons*) or Condition 9.4 (*Mandatory Early Redemption*) or surrendered to the Issuer for cancellation pursuant to Condition 9.7 (*Purchase of Bonds by a Borrower or members of the Original Borrower Group*) shall be cancelled and may not be re-issued or resold.

The Issuer (a) may cancel any Retained Bonds held by it or on its behalf following a request by a Borrower, pursuant to a Loan Agreement, to cancel a corresponding amount of the Borrower's Undrawn Commitment; (b) shall cancel all Retained Bonds held by or on behalf of the Issuer (i) immediately prior to such Retained Bonds being redeemed on the Maturity Date; (ii) forthwith upon notice that the Bonds are to be redeemed (and, in any event, prior to such redemption) in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*), Condition 12 (*Events of Default and Enforcement*) or Condition 9.4 (*Mandatory Early Redemption*); and (iii) on the date falling five years after the Issue Date; and (c) may cancel any Bonds (other than Retained Bonds) held by it or on its behalf at any time at its discretion.

9.10 **Bondholder Put Option**

Within 30 days of the Issuer agreeing with a Borrower to increase its Commitment, following another Borrower ceasing to be a Registered Provider of Social Housing, the Issuer shall convene a meeting of Bondholders to consider, by Extraordinary Resolution and in accordance with Condition 17 (*Meetings of Bondholders, Modification and Waiver*), whether or not to approve the ability of Bondholders to exercise the put option described in this Condition 9.10 (*Bondholder Put Option*).

If the Bondholders approve such Extraordinary Resolution, then any Bondholder may, within 30 days of such approval, give an irrevocable notice to the Issuer of such Bondholder's decision to require the Issuer to procure that a member of the Original Borrower Group purchases all of the Bonds owned by such Bondholder on the day falling 45 days after the date on which the Extraordinary Resolution was so approved (the "**Put Option Date**").

On the Put Option Date, the Issuer shall procure that a member of the Original Borrower Group purchases, in whole (but not in part), all of the Bonds in respect of which the relevant Bondholders have exercised the Bondholder Put Option, at their Outstanding Principal Amount plus an amount equal to accrued interest to (but excluding) the Put Option Date (the "**Bondholder Put Amount**").

10. **TAXATION**

10.1 **Payments without withholding**

All payments of principal and interest in respect of the Bonds and Coupons by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of the Relevant Jurisdiction, unless such withholding or deduction is required by law in which case the relevant payment will be made subject to such withholding or deduction.

10.2 **No obligation to pay additional amounts**

Neither the Issuer (subject as follows), the Bond Trustee nor any Paying Agent shall be obliged to pay any additional amounts to the Bondholders or Couponholders as a result of any withholding or deduction made in accordance with Condition 10.1 (*Payments without withholding*).

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 Bondholder Specific Withholding), the Issuer may, **provided that** it has given notice to the Bond Trustee and the Bondholders, in accordance with Condition 15 (*Notices*), of its intention to do so prior to such Interest Payment Date, pay to Bondholders such additional amounts as may be necessary in order that the net amounts received by the Bondholders after such withholding or deduction will equal the amounts of principal and interest which would have been received in respect of the Bonds 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 Bondholders and the Bond Trustee of its intention to do so with effect from the next Interest Payment Date.

11. **PRESCRIPTION**

The Bonds and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor.

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 (*Payments*) or any Talon which would be void pursuant to Condition 8 (*Payments*).

12. **EVENTS OF DEFAULT AND ENFORCEMENT**

12.1 **Events of Default**

The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least one-fourth in Outstanding Principal Amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being secured and/or indemnified and/or pre-funded to its satisfaction) (but in the case of the happening of any of the events described in paragraphs 12.1(b), (c) and (i) below, only if the Bond Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders), give notice in writing to the Issuer (an "**Acceleration Notice**") that the Bonds are, and the Bonds shall thereupon immediately become, due and repayable at their Outstanding Principal Amount together with accrued interest as provided in the Bond Trust Deed if any of the following events (each an "**Event of Default**") shall occur:

- (a) if default is made in the payment of any principal or interest due in respect of the Bonds or any of them and the default continues for a period of seven days in the case of principal and fourteen days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under, or in respect of, the Conditions, the Bond Trust Deed or the Issuer Security Deed or if any representation given by the Issuer to the Bond Trustee in the Bond Trust Deed or the Issuer Security 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 Bond Trustee, the failure or inaccuracy is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure or inaccuracy continues for the period of 30 days next following the service by the Bond Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) (A) 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), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) 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 paragraph (c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Bond 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 a reorganisation on terms previously approved in writing by the Bond 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 Bond Trustee, substantially all of its business, save for the purposes of a reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution; or
- (f) if 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 (A) 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, liquidator, manager, administrator or other similar official, or an administrative or other receiver, liquidator, manager, 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 Issuer's undertaking or assets, or an encumbrancer takes possession of all or substantially all of the Issuer's undertaking or assets, 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 Issuer's undertaking or assets and (B) in any such 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 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
- (i) 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 Bonds, the Bond Trust Deed, the Issuer Security Deed or any Loan Agreement.

12.2 **Enforcement**

The Bond Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer as it may think fit to enforce the provisions of the Bond Trust Deed, the Bonds, the Receipts, Coupons and/or any of the other Transaction Documents, but it shall not be bound to take any such proceedings or other steps or action 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 Outstanding Principal Amount of the Bonds then outstanding and (ii) it shall have been secured and/or indemnified and/or pre-funded to its satisfaction.

The Bond Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Bond Trustee may also refrain from taking such action 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.

No Bondholder, Receiptholder, Couponholder or any Issuer Secured Creditor (other than the Bond Trustee) shall be entitled (i) to take any steps or action against the Issuer to enforce the performance of any of the provisions of the Bond Trust Deed, the Bonds, the Receipts, the Coupons or any of the other Transaction 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 Bond 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 BONDS, RECEIPTS, COUPONS AND TALONS**

Should any Bond, 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 the requirements of the UK Listing Authority or 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 Bonds, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14. **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 the Principal Paying Agent or any other 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 Bond to which it appertains) a further Talon, subject to the provisions of Condition 11 (*Prescription*).

15. **NOTICES**

All notices regarding the Bonds 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 Bonds are for the time being listed or by which they have been admitted to trading. 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, in the opinion of the Bond Trustee, publication as provided above is not practicable, a notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe.

Notices to be given by any Bondholder shall be in writing and given by lodging the same, together with the relative Bond or Bonds, with the Principal Paying Agent.

Couponholders and Receiptholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of the Bonds in accordance with this Condition 15 (*Notices*).

16. **SUBSTITUTION**

The Bond Trust Deed contains provisions permitting the Bond Trustee, subject to any required amendment of the Bond Trust Deed, without the consent of the Bondholders, the Receiptholders or the Couponholders or any Issuer Secured Creditor, to 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 Bonds, the Receipts, the Coupons and the Bond Trust Deed of another company, registered society or other entity subject to:

- (a) the Bond Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution; and

(b) certain other conditions set out in the Bond Trust Deed being complied with.

Any such substitution shall be notified to the Bondholders by the Issuer in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

17. MEETINGS OF BONDHOLDERS, MODIFICATION AND WAIVER

17.1 Meetings of Bondholders

The Bond Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds, the Receipts the Coupons or any of the provisions of the Bond Trust Deed (as more particularly described in the Bond Trust Deed). Such a meeting may be convened by the Issuer or the Bond Trustee and shall be convened by the Issuer if required in writing by Bondholders holding not less than ten per cent. in Outstanding Principal Amount of the Bonds for the time being remaining outstanding (other than in respect of a meeting requested by Bondholders to discuss the financial position of the Issuer and the Original Borrower Group, which shall be requested in accordance with, and shall be subject to, Condition 6.2(c) (*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 Outstanding Principal Amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the Outstanding Principal Amount of the Bonds so held or represented, except that at any meeting the business of which includes any matter defined in the Bond Trust Deed as a Reserved Matter, the quorum shall be one or more persons holding or representing in aggregate not less than 75 per cent. in Outstanding Principal Amount of the Bonds for the time being outstanding, or at any such adjourned meeting one or more persons holding or representing in aggregate not less than 25 per cent. in Outstanding Principal Amount of the Bonds for the time being outstanding. The Bond Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Bond Trust Deed by a majority consisting of not less than 75 per cent. of the votes cast on such resolution or (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in Outstanding Principal Amount of the Bonds for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Bondholders. An Extraordinary Resolution passed by the Bondholders shall be binding on all the Bondholders, 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, and on all Receiptholders and Couponholders.

17.2 Modification, Waiver, Authorisation and Determination

The Bond Trustee may agree, without the consent of the Bondholders, the Receiptholders, the Couponholders or any Issuer Secured Creditor, to any modification (except as stated in the Bond Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Bonds, the Bond Trust Deed, any Legal Mortgage or any other Transaction Document, or determine, without any such consent as aforesaid, that any Potential Event of Default or Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Bond Trustee, materially prejudicial to the interests of the Bondholders so to do or may agree, without any such consent as aforesaid, to any modification which, in the opinion of the Bond Trustee, is of a formal, minor or technical nature or to correct a manifest error. Any such modification, waiver, authorisation or determination shall be binding on the Bondholders, the Receiptholders, the Couponholders and the Issuer Secured Creditors and, unless the Bond Trustee agrees otherwise, shall be notified to the Bondholders by the Issuer in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

17.3 Bond Trustee to have regard to interests of Bondholders as a class

In connection with the exercise by it of any of its rights, trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Bond Trustee shall have regard to the general interests of the Bondholders (excluding the Issuer, for so long as it holds any Bonds) as a class (but shall not have regard to any interests arising from circumstances particular to individual Bondholders, 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 Bondholders, 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 Bond Trustee shall not be entitled to require, nor shall any Bondholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders, Receiptholders or Couponholders.

18. **INDEMNIFICATION AND PROTECTION OF THE BOND TRUSTEE AND BOND TRUSTEE CONTRACTING WITH THE ISSUER**

The Bond Trust Deed contains provisions for the indemnification of the Bond Trustee and for its relief from responsibility and liability towards the Issuer, the Bondholders, 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. The Bond Trustee is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Issuer Charged Property, from any obligation to insure all or any part of the Issuer Charged Property (including, in either such 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.

The Bond Trust Deed also contains provisions pursuant to which the Bond Trustee is entitled, *inter alia*, (a) to enter into or be interested in any contract or financial or other transaction or other arrangement with the Issuer and/or any other Transaction Party or any person or body corporate associated with the Issuer and/or any Transaction Party and (b) 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 Transaction Party or any such person or body corporate so associated or any other office of profit under the Issuer and/or any Transaction Party or any such person or body corporate so associated.

The Bond Trustee shall not be bound to take any step or action in connection with the Bond Trust Deed or the Bonds or obligations arising pursuant thereto or pursuant to the other Transaction Documents, where it is not satisfied that it is indemnified and/or secured and/or pre-funded 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.

The Bond Trustee shall have no responsibility for the validity, sufficiency or enforceability of the Issuer Security. The Bond Trustee shall not be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents, neither shall the Bond Trustee be responsible for monitoring the compliance by the Borrowers 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.

19. **FURTHER ISSUES**

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

20. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of this Bond 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.

21. **GOVERNING LAW**

The Bond Trust Deed, the Loan Agreements, the Issuer Security Deed, the other Transaction Documents, the Bonds, the Receipts and the Coupons, and any non-contractual obligations or matters arising from or in connection with them, shall be governed by, and construed in accordance with, English law.

22. **SUBMISSION TO JURISDICTION**

The Issuer has, in the Bond Trust Deed, irrevocably agreed for the benefit of the Bond Trustee, the Bondholders, the Receiptholders and the Couponholders that the courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Bond Trust Deed, the Bonds, the Receipts or the Coupons (including a dispute relating to non-contractual obligations arising out of or in connection with the Bond Trust Deed, the Bonds, the Receipts or the Coupons) and accordingly has submitted to the exclusive jurisdiction of the English courts.

The Issuer has, in the Bond Trust Deed, waived any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Bond Trustee, the Bondholders, the Receiptholders and the Couponholders may take any suit, action or proceeding arising out of or in connection with the Bond Trust Deed, the Bonds, the Receipts or the Coupons respectively (including any suit, action or proceedings relating to any non-contractual obligations arising out of or in connection with the Bond Trust Deed, the Bonds, the Receipts or the Coupons) (together referred to as "**Proceedings**") against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

FORM OF THE BONDS AND SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE IN GLOBAL FORM

Form of the Bonds

Form, Exchange and Payments

The Bonds will be in bearer new global note ("NGN") form and will be initially issued in the form of a temporary global bond (a "**Temporary Global Bond**") which will be delivered on or prior to the issue date of the Bonds to a common safekeeper for Euroclear Bank S.A./N.V. ("**Euroclear**") and/or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**").

The Bonds are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Bonds are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Bonds 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. Bondholders should note that the European Central Bank has applied a temporary extension of Eurosystem eligibility to Sterling denominated securities, the effective date for this temporary extension being 9 November 2012. However, should this extension cease at any time during the life of the Bonds, the Bonds will not be in a form which can be recognised as eligible collateral.

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

On and after the date (the "**Exchange Date**") which is 40 days after the Temporary Global Bond is issued, interests in the Temporary Global Bond will be exchangeable (free of charge) upon a request as described therein for interests recorded in the records of Euroclear or Clearstream, Luxembourg, as the case may be, in a permanent global bond (the "**Permanent Global Bond**" and, together with the Temporary Global Bond, the "**Global Bonds**"), against certification of beneficial ownership as described above unless such certification has already been given. The holder of the Temporary Global Bond 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 Bond for an interest in the Permanent Global Bond is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on the Permanent Global Bond will be made through Euroclear and/or Clearstream, Luxembourg without any requirement for certification.

On each occasion of a payment in respect of a Global Bond the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

The Global Bonds will be exchangeable (free of charge), in whole but not in part, for definitive Bonds with interest coupons and talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 12 (*Events of Default and Enforcement*)) has occurred and is continuing, or (ii) 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 is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bonds represented by the relevant Global Bond in definitive form. The Issuer will promptly give notice to Bondholders in accordance with Condition 15 (*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 Bond) or the Bond 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 (iii) 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.

Legend concerning United States persons

The following legend will appear on all Bonds and interest coupons relating to the Bonds and on all principal receipts:

"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 the Bonds, principal receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of the Bonds, principal receipts or interest coupons.

Summary of Provisions relating to the Bonds while in Global Form

Notices

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders (which includes, for this purpose, any Compliance Certificate, Security Adjustment Certificate or annual reports required to be made available pursuant to a request by any of the Bondholders pursuant to Condition 6.2 (*Information Covenants*)) may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders (as defined below) rather than by publication as required by Condition 15 (*Notices*). Any such notice shall be deemed to have been given to the holders of the Bonds on the day on which such notice was delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to be given by any Bondholder may be given to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg and otherwise in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

Accountholders

For so long as any of the Bonds is represented by a Global Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (the "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated as the holder of such principal amount of such Bonds for all purposes other than with respect to the payment of principal or interest on such principal amount of such Bonds, for which purpose the bearer of the relevant Global Bond shall be treated as the holder of such principal amount of such Bonds in accordance with and subject to the terms of the relevant Global Bond and the expressions "**Bondholder**" and "**holder of Bonds**" and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular principal amount of Bonds as aforesaid, the Bond 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.

Bonds which are represented by a Global Bond 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.

Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by a Global Bond will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

Instalment Redemption and Cancellation

Reduction of the Outstanding Principal Amount of any Global Bond following its redemption in one or more instalments, and cancellation of any Bond represented by a Global Bond and required by the Conditions of the Bonds to be cancelled following its final redemption or purchase will be effected by entry in the records of Euroclear or Clearstream, Luxembourg, as the case may be.

Partial Redemption

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Bonds will be required under Condition 9.5 (*Notice of Early Redemption*) in the event that the Bonds are to be redeemed in part pursuant to Condition 9.2 (*Early Redemption*). In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in the Global Bond(s) are to be subject to such redemption (and such redemption shall be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a reduction in the principal amount of the Bonds or a reduction by the application of a pool factor at the discretion of Euroclear and/or Clearstream, Luxembourg).

Payment Day

In the case of a Global Bond, Condition 8.5(c) (*Payments – Payment Day*) shall not apply in relation to any payments in relation to such Global Bond.

Exercise of Put Option

In order to exercise the option contained in Condition 9.10 (*Bondholder Put Option*) the bearer of the Permanent Global Bond must, within the period specified in the Conditions for the deposit of the relevant Bond and put notice, give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Bonds in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

USE OF PROCEEDS

Subject as set out below, the net proceeds from the issue of the Bonds or, in the case of the Retained Bonds, the net proceeds of the sale of the Bonds to a third party (after deduction of expenses payable by the Issuer) will be advanced by the Issuer to the Borrowers pursuant to the Loan Agreements to be applied in the achievement of the Borrowers' charitable objects (including, without limitation, on-lending to their subsidiaries and the repayment of any existing indebtedness of the Borrowers and any other amounts due and payable thereunder).

For so long as insufficient security has been granted by the Borrowers in favour of the Security Trustee for the benefit of the Issuer to permit the drawing of the Aggregate Funded Commitment in full, or the Borrowers have not otherwise drawn any part of the Aggregate Funded Commitment, the amount of the Aggregate Funded Commitment that remains undrawn (the "**Retained Proceeds**") shall be retained in a charged account of the Issuer in accordance with the terms of the Account Agreement and the Custody Agreement (and may be invested in Permitted Investments). Any Retained Proceeds (and any net sale proceeds from a sale by the Issuer of Retained Bonds (less any Retained Bond Premium Amount)) may be advanced to the Borrowers at a later date pursuant to the Loan Agreements to the extent that Properties of a corresponding value have been charged in favour of the Security Trustee and allocated as Designated Security for the benefit of the Issuer. In addition, in the event that any losses are made in respect of any Retained Proceeds which have been invested in Permitted Investments, each advance to be made by the Issuer to a Borrower pursuant to a Loan Agreement shall be advanced in accordance with the terms of the Loan Agreements (which may be a discount to the principal amount requested).

DESCRIPTION OF THE LOAN AGREEMENTS

The following description of the Loan Agreements consists of a summary of certain provisions of the Loan Agreements and is subject to the detailed provisions thereof. The Loan Agreements are not, however, incorporated by reference into, and therefore do not form part of, this Prospectus.

Definitions used in this section but not otherwise defined in this Prospectus have the meanings given to them in the Loan Agreements.

Facility

Subject to the provisions of the bond loan agreement (the "**Original Loan Agreement**") dated on or around the Issue Date between the Issuer, the Original Borrower and the Security Trustee, the Issuer shall commit to make a loan to the Original Borrower in the principal amount of £250,000,000 (the "**Original Commitment**"). The "**Loan**" in respect of the Original Loan Agreement is the principal amount of the Original Commitment that has been advanced to the Original Borrower or the outstanding balance thereof.

Upon the sale by the Issuer of Retained Bonds or the issue by the Issuer of any further Bonds pursuant to Condition 19 (*Further Issues*), the Issuer may commit (subject, with respect to sale proceeds of the Retained Bonds, to the Original Commitment being reduced accordingly) to making a loan to one or more of the Original Borrower and/or one or more other charitable Registered Providers of Social Housing of the Original Borrower Group (together, the "**Additional Borrowers**" and each an "**Additional Borrower**" and, together with the Original Borrower, the "**Borrowers**") in a principal amount which reflects such sale or issue proceeds (each a **Commitment** and, together with the Original Commitments, the "**Commitments**") pursuant to the Original Loan Agreement or one or more additional bond loan agreements (each an "**Additional Loan Agreement**" and, together with the Original Loan Agreements, the "**Loan Agreements**"). The "**Loan**", in respect of each Additional Loan Agreement, is the principal amount of the Commitment that has been advanced to the relevant Borrower or the outstanding balance thereof.

Each Commitment may be drawn in one or more drawings at any time prior to the date falling four Business Days prior to the initial Instalment Redemption Date and the maximum principal amount of each drawing shall be an amount which corresponds to the Minimum Value of the Initial Properties and any Additional Properties which have, on or before the date of such drawing, been charged in favour of the Security Trustee, for the benefit of the Issuer, less the aggregate amount of all Commitments which have previously been drawn. Any amount of each Commitment which has not been drawn prior to the date falling four Business Days prior to the initial Instalment Redemption Date shall be cancelled and will no longer be capable of drawing.

The initial drawing of the Original Commitment shall be advanced at a discount in an amount equal to the principal amount of such drawing multiplied by the Issue Price of the Bonds (and, for the avoidance of doubt, the difference between the principal amount of such drawing and the actual advance amount thereof shall be ignored in determining the amount of the Loan under the Original Loan Agreement and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon).

No Commitment may be drawn until the relevant Borrower has satisfied the conditions set out in the relevant Loan Agreement in respect of the first drawing, and the conditions set out in the relevant Loan Agreement in respect of any subsequent drawings of amounts of the relevant Commitment which exceed the Minimum Value of the Initial Properties. In addition, each of the Issuer and the Original Borrower have acknowledged (and each Additional Borrower will be required to acknowledge) that any drawing of a Commitment shall be subject to the Security Trustee being satisfied that the value of the Issuer's Designated Security (based solely on the relevant confirmation from each Borrower of the Minimum Value of the Properties forming part of the Issuer's Designated Security (which itself shall be evidenced by the relevant Full Valuation Report or Desk Top Valuation, as the case may be, (each a "**Valuation Report**")), which the Security Trustee is entitled to rely upon without further enquiry or investigation in respect thereof) is such that the Asset Cover Test is satisfied immediately following such drawing and, in respect of any part of the Commitment which is to be funded by the Issuer by a sale of Retained Bonds and/or an issue of further Bonds, the receipt by the Issuer of such net sale proceeds or issue proceeds thereof.

The Original Borrower has acknowledged (and each Additional 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 (i) any losses made by the Issuer in respect of such Permitted Investments and/or (ii) any issue or sale of Bonds by the Issuer made at a discount to the principal amount of such Bonds, 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. Each drawing to be funded from the Retained Proceeds shall be advanced in an amount equal to the Actual Advance Amount (which may be a discount to the principal amount requested).

For this purpose, "**Actual Advance Amount**" means, in respect of each drawing funded from Retained Proceeds, the principal amount of such drawing multiplied by the result of dividing (i) the amount of Retained Proceeds held by the Issuer at the time of the drawdown request (for the avoidance of doubt, after taking into account any losses suffered by the Issuer 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) the Borrowers shall not be required to monitor the market value of any Permitted Investments;
- (b) any difference between the principal amount of a drawing and the relevant Actual Advance Amount shall be ignored in determining the amount of any 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 Initial Cash Security Account but shall instead be credited to the Transaction Account in accordance with the Account Agreement.

The Issuer and the Original Borrower have agreed that (and each Additional Borrower will be required to agree that):

- (a) where the Issuer is required to sell any Permitted Investments to fund a drawing under the Loan Agreement and such sale results in a Permitted Investment Profit, the Issuer shall make one or more Gift Aid Payments 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; 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 Bonds as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Bonds for that accounting period, the Issuer shall sell Permitted Investments in an aggregate amount equal to the Accounting Profit and shall, in the same accounting period or, where the Issuer makes a valid claim 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.

The Issuer and the Original Borrower have also agreed that (and each Additional Borrower will be required to agree that), upon a sale (if any) of the Retained Bonds by the Issuer:

- (a) in the event that such sale produces a Retained Bond Premium Amount, the Issuer shall make a gift aid payment to a Charitable Group Member in an amount equal to the Retained Bond Premium Amount and, for the avoidance of doubt, where the Issuer is required to sell such Retained Bonds to directly fund a drawing under a Loan Agreement, such drawing shall be advanced at the principal amount requested; and
- (b) where the Issuer is required to sell any Retained Bonds to directly fund a drawing under a Loan Agreement and such sale is made at a discount to the principal amount of such Retained Bonds, such drawing shall be advanced at a discount in an amount equal to the Retained Bond Actual Advance Amount.

For this purpose, "**Retained Bond Actual Advance Amount**" means, in relation to each drawing under a Loan Agreement which is funded directly by a sale of Retained Bonds, the principal amount of such drawing multiplied by the result of dividing (i) the net proceeds of sale of such Retained Bonds (excluding, for this purpose, the Retained Bond Premium Amount) by (ii) the principal amount of such Retained Bonds.

For the avoidance of doubt:

- (a) the Borrowers shall not be required to monitor the market value of any Retained Bonds; and
- (b) any difference between the principal amount of a drawing and the relevant Retained Bond 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.

The Original Borrower has agreed that (and each Additional Borrower will be required to agree that), where the Issuer is required to sell any Retained Bonds 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 Bonds to a third party.

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

Subject to the conditions precedent set out in each Loan Agreement, the Issuer may make further commitments to the Borrowers, each in an amount to be agreed between the Issuer, the relevant Borrower and the Security Trustee, following the issuance of further bonds pursuant to Condition 19 (*Further Issues*).

Purpose

The proceeds of the Loan may only be used by a Borrower in accordance with such Borrower's charitable objects, as permitted by its Rules including, for the avoidance of doubt, the repayment of any existing indebtedness of such Borrower and any other amounts due and payable thereunder.

Interest

Rate of Interest

Following its advance, each Loan will carry interest from (and including) the date of its initial advance at the rate of 4.125 per cent. per annum, payable in arrears by half yearly instalments on each Loan Payment Date (being two Business Days prior to each Interest Payment Date).

Interest Periods

Notwithstanding the fact that interest is payable on each Loan Payment Date, interest will accrue daily on each Loan from (and including) an Interest Payment Date (or, in the case of the first interest period of the 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 Interest 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 aggregate of the interest payable by the Issuer under the Bonds on the following Interest Payment Date less (a) the interest received from the Borrower under the Loan Agreements on such Loan Payment Date and (b) any interest otherwise received by the Issuer in respect of the Retained Proceeds in the relevant 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 in an amount equal to the relevant Instalment Repayment Amount two Business Days prior to each Instalment Redemption Date (each a "**Loan Instalment Repayment Date**") and the final such Loan Repayment Date being the Final Repayment Date.

"**Instalment Repayment Amount**" means, in respect of a Loan Instalment Repayment Date, the aggregate principal amount of the Loan outstanding immediately prior to any repayment on such Loan Instalment Repayment Date multiplied by the Instalment Redemption Proportion in respect of the immediately following Instalment Redemption Date.

"**Instalment Redemption Proportion**" means, in respect of each Instalment Redemption Date, the Outstanding Principal Amount of the Bonds to be redeemed on such Instalment Redemption Date divided by the Outstanding Principal Amount of the Bonds outstanding immediately prior to such redemption.

Bond Purchase

The Borrowers or any other member of the Original Borrower Group (other than the Issuer) may at any time purchase Bonds by tender or by private treaty, at any price.

Following any such purchase, the relevant Borrower or the relevant member of the Original Borrower Group may (but is not obliged to) surrender the Bonds to the Issuer to be cancelled. An amount of the outstanding balance of the relevant Loan equal to the Outstanding Principal Amount of the Bonds 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 outstanding Outstanding Principal Amount of the Bonds surrendered shall be deemed to be cancelled for the purposes of the relevant Loan Agreement and a corresponding portion of the Retained Proceeds shall be paid by the Issuer to the relevant Borrower or the relevant member of the Original Borrower Group).

The Original Borrower has acknowledged (and each Additional Borrower will be required to acknowledge) that the terms of the Bond Trust Deed provide that any Bonds which are for the time being held by or on behalf of, *inter alios*, a Borrower or any member of the Original Borrower 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 Bondholders.

If the Issuer has agreed with a Borrower to increase its Commitment, following another Borrower ceasing to be a Registered Provider of Social Housing, and (in either case) the Bondholders approve and exercise the Bondholder Put Option in accordance with Condition 9.10 (*Bondholder Put Option*) the Borrowers shall, or shall procure that another member of the Original Borrower Group shall, purchase the Bonds of such Bondholders at the Bondholder Put Amount.

Optional Prepayment

Pursuant to the relevant provisions of each Loan Agreement, each Borrower may, at any time (a) on or after the Final Retained Bond Disposal Date and (b) before the Final Repayment Date, by giving not less than 45 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 Bonds are outstanding, an amount equal to the excess of the amount notified to such Borrower by the Issuer as being the price determined under the Bond Trust Deed for the redemption of a corresponding Outstanding Principal Amount of the Bonds over par and otherwise zero).

Mandatory Prepayment – Redemption of Bonds

If the Bonds become redeemable prior to the Maturity Date, other than as a result of a prepayment or termination of a Loan Agreement, each Borrower shall prepay, at least one Business Day prior to the relevant date of redemption of the Bonds, the outstanding balance of its Loan, together with accrued interest and accrued commitment fee thereon up to and including the date of redemption.

Mandatory Prepayment – Cancellation of Status

Pursuant to the relevant provisions of each Loan Agreement 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, the relevant Borrower shall prepay the whole of the outstanding balance of its Loan, together with any interest and commitment fee accrued up to and including the date of prepayment, provided, however, that if the relevant 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 the relevant Loan.

Redemption of Bonds – 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 Outstanding Principal Amount of the Bonds, then the Issuer shall be entitled to also take account of the redemption of such Outstanding Principal Amount of the Bonds (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 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 Bonds which were sold at a discount, the amount of such Retained Proceeds shall be taken as the principal amount of such Retained Bonds), and the redemption price notified to such Borrower shall be increased accordingly.

Warranties and Covenants

Each Borrower will make various warranties and covenants pursuant to the terms of the relevant Loan Agreement. These warranties and covenants include, *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 (i) a copy of the consolidated audited financial statements of the Original Borrower, and the standalone audited financial statements of the relevant Borrower, for such financial year; (ii) a certificate setting out, among other things, calculations in respect of the Asset Cover Test substantially in the form set out in the Loan Agreement (the "**Compliance Certificate**") signed by two Authorised Signatories of such Borrower; and (iii) a certificate setting out, among other things, a summary of the additions, withdrawals and substitutions of Mortgaged Properties which have taken place during the preceding financial year substantially in the form set out in the Loan Agreement (the "**Security Adjustment 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 Bonds, supply to the Issuer and the Bond 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 ratio substantially in the form set out in the Loan Agreement (the "**Retained Bond Compliance Certificate**") 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.

The Original Borrower has undertaken, and each Additional Borrower will undertake, to comply with the provisions of the Disclosure and Transparency Rules of the United Kingdom Financial Conduct Authority as regards the disclosure of "inside information" relating to the relevant Borrower and to the Bonds (or any Further Bonds), as if it were the issuer of the Bonds (or Further Bonds, as applicable).

Negative Pledge

The Borrowers shall not create or allow to exist any Security Interest on any assets which are Security Assets, except as permitted by the relevant Loan Agreement, which includes (or will include) 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.

"**Security Assets**" means all assets, rights and property of the relevant Borrower which is the subject of any security created by the Legal Mortgages.

Mortgaged Properties

Each Borrower shall obtain any authorisation or licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Security Documents to sell vacant Mortgaged Properties and maintain insurances on and in relation to its Mortgaged Properties.

Covenants

Each Borrower shall, unless the Security Trustee otherwise agrees in writing, comply in all material respects with any covenants or restrictive covenants relating to a Mortgaged Property which are binding on it.

Guarantee and Indemnity

Pursuant to the terms of the Original Loan Agreement and the corresponding provisions of each Additional Loan Agreement, each Borrower has (or will have) irrevocably and unconditionally:

- (a) guaranteed 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 (such amounts being, the "**Guaranteed Interest and Fee Amounts**");
- (b) undertaken with the Issuer that, whenever any other Borrower does not pay any Guaranteed Interest and Fee Amounts when due under its respective Loan Agreement, the Security Trust Deed or its respective Legal Mortgages, it must, immediately 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) undertaken with the Issuer that, to the extent that the proceeds of the enforcement of the Underlying Security are insufficient to satisfy the Borrowers' obligations under their respective Loan Agreements in full (the shortfall being, the "**Guaranteed Principal Amount**"), it must, immediately on demand by the Security Trustee and/or the Issuer, pay the Guaranteed Principal Amount as if it were the principal obligor; and
- (d) agreed 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

Pursuant to the relevant provisions of each Loan Agreement, the Borrower shall procure that at all times the sum of:

- (a) the Minimum Value of the Properties forming part of the Issuer's Designated Security;
- (b) the Retained Proceeds Par Amount; and
- (c) the Charged Cash,

will not be less than the Aggregate Funded Commitment (the "**Asset Cover Test**"), **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 the aggregate amount of the Commitments under all Loan Agreements, less the aggregate principal amount of Retained Bonds held by or on behalf of the Issuer;

"Designated Security" means the assets, rights and property mortgaged or charged or assigned or the subject of any security created pursuant to any Security Document, the proceeds of which are allocated to secure the repayment of all moneys, liabilities and obligations owing by the Borrowers to the Issuer under the Loan Agreements;

"Final Charging Date" means, in relation to the Original Commitment, the date falling six months after the Issue Date and, in relation to any Further Commitment, the date (if any) as agreed between the Issuer, the Borrower and the Security Trustee.

"Minimum Value" means:

$$\left(\frac{A}{105} + \frac{B}{115} \right) \times 100$$

where:

A = the Value of the residential EUV-SH Mortgaged Properties determined on the basis of EUV-SH; and

B = the Value of the residential MV-ST Mortgaged Properties determined on the basis of MV-ST.

The Properties forming part of the Issuer's Designated Security shall each be treated as EUV-SH Mortgaged 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 Property and the Valuer has confirmed that it has reviewed a Certificate of Title in respect of such Property certifying that it may be disposed of by the relevant Borrower 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);

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

"Retained Proceeds Par Amount" means an amount equal to the Retained Proceeds 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 Bonds which were sold at a discount, the amount of such Retained Proceeds shall be taken as the principal amount of such Retained Bonds; and

"Value" means, at any time and in relation to the Mortgaged Properties, the value of those properties as shown in the then latest Full Valuation Report or Desk Top Valuation Report on the basis of EUV-SH or, as the case may be, MV-ST (**provided that** if any Mortgaged Property or part thereof is sold pursuant to a Right to Buy, the Value of the relevant Mortgaged 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 Mortgaged Property has been sold) or (if only part of the relevant Mortgaged Property has been sold) shall be the proportion of the value of the Mortgaged Property which has not been sold pursuant to the relevant Right to Buy).

Substitution and Release of Mortgaged Properties and Statutory Disposals

Substitution

At the request and expense of a Borrower, the Security Trustee shall (subject to receiving instructions from the Issuer to effect such release, and an amended Designated Properties Schedule from such Borrowers and the Issuer in accordance with the Security Trust Deed) release from the relevant Security Documents (and/or reallocate, if applicable) such of the Properties (the **"Released Properties"**) forming part of the Issuer's Designated Security and substitute for the Released Properties other Properties (each, a **"Substitute Property"**) as may be selected by such Borrower. The Issuer will be required to give

instructions to the Security Trustee approving such release, **provided that** such Borrower satisfies the conditions precedent specified in the relevant Loan Agreement in relation to the Substitute Properties. Such conditions precedent include, *inter alia*, (a) 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), the Asset Cover Test will not be breached as a result of the substitution of the relevant Mortgaged Properties and that no Event of Default or Potential Event of Default has occurred and is continuing, (b) a Valuation Report in respect of each Substitute Property and (c) a Certificate of Title in respect of the Substitute Properties.

Cash Security

The Borrowers may deposit the proceeds of disposal of Mortgaged Properties which are released from charge under the Security Trust Deed into the Ongoing Cash Security Account of the Issuer for the purpose of maintaining the Asset Cover Test. The Charged Cash may be withdrawn from the Ongoing Cash Security Account (a) to be applied by the relevant Borrower (provided, for the avoidance of doubt, that the relevant Borrower 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 such withdrawal would not cause a breach of the Asset Cover Test.

Notwithstanding the above, the Borrowers may, at any time, deposit, or arrange for the deposit of, any other money into the Ongoing Cash Security Account for the purposes of satisfying the Asset Cover Test.

The Original Borrower has acknowledged (and each Additional Borrower will be required to acknowledge) that the money standing to the credit of the Ongoing Cash Security Account shall be charged in favour of the Bond Trustee pursuant to the terms of the Issuer Security Deed.

The Original Borrower has also acknowledged (and each Additional Borrower will be required to acknowledge) that the Issuer may invest all or any part of the Charged Cash in Permitted Investments in accordance with the Custody Agreement and that, 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 the Ongoing Cash Security Account), the amount of such Charged Cash may be greater or less than the amount deposited in the Ongoing Cash Security Account by such Borrower. The Original Borrower has acknowledged (and each Additional Borrower will be required to acknowledge) that 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.

Following the redemption in full of the Bonds, the Issuer shall return any amount standing to the credit of the Ongoing Cash Security Account to the Borrowers, to the extent that such balance has not otherwise been applied in accordance with the terms of the Issuer Security Deed.

Release and reallocation

At the request and expense of a Borrower, the Security Trustee shall release (subject to receiving instructions from the Issuer to effect such release and an amended Designated Properties Schedule from the Borrowers and the Issuer in accordance with the Security Trust Deed) from the relevant Security Documents (and/or reallocate, if applicable) such Properties forming part of the Issuer's Designated Security as may be selected by such Borrower. The Issuer will be required to give instructions to the Security Trustee approving such release, **provided that** such Borrower 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 Asset Cover Test will not be breached as a result of the release (and/or reallocation, if applicable) of such part of the Issuer's Designated Security and that no Event of Default or Potential Event of Default has occurred and is continuing.

Statutory Disposals

A Borrower shall have the right to withdraw Property from the Issuer's Designated Security pursuant to any Statutory Disposal and the relevant Borrower 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

confirming the effect on the Asset Cover Test of such withdrawal and the arrangements for resolving the breach of the Asset Cover Test (if any).

Additional Properties

Pursuant to Clause 3.3 (*Conditions Precedent*) of the Security Trust Deed (see "*Additional Security*" below), on or prior to creating a Legal Mortgage in respect of any Property for the benefit of the Issuer, the relevant Borrower must, in respect of such security, provide the conditions precedent documents specified in the Security Trust Deed. In addition, pursuant to the Loan Agreements, each Borrower has agreed that it shall not enter into any further Legal Mortgage in respect of any Property for the benefit of the Issuer (or allocate any Property as part of the Issuer's Designated Security), unless, in respect of such security, it provides to the Issuer (a) a completed Additional Property Certificate confirming that, *inter alia*, the proposed Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing, (b) Full Valuation Reports in respect of each Additional Property, (c) a Certificate of Title in respect of each tranche of Additional Properties charged and (d) the other Additional Property conditions precedent set out in the relevant Loan Agreement.

Valuation Reports

Full Valuation Reports and Desk Top Valuation Reports

In accordance with the provisions of the relevant Loan Agreement, each Borrower shall deliver, or procure the delivery, to the Issuer and the Security Trustee of:

- (a) a Full Valuation Report prepared by a Valuer which values all Mortgaged Properties on a full valuation basis at least once in every period of five calendar years. The first such Full Valuation Report must be delivered in the period between 31 March 2021 and the date falling 60 days thereafter unless the Issuer, the Security Trustee and the Borrowers agree otherwise, thereafter within 60 days of each consecutive fifth anniversary of the date on which the Full Valuation Report was previously provided; and
- (b) a Desk Top Valuation Report prepared by a Valuer which values all the Mortgaged Properties on a "desk-top" basis in the period between 31 March and the date falling 120 days thereafter in each year other than a year in respect of which such Mortgaged Properties have been valued on a full valuation basis through the delivery of a Full Valuation Report. The first such Desk Top Valuation Report must be delivered within 120 days of 31 March 2017.

Pursuant to the Conditions, the Issuer shall at any time (if so instructed by any Bondholder) procure that the Borrowers deliver, or procure the delivery, to the Issuer and the Bond Trustee of a Full Valuation Report or a Desk Top Valuation, as so requested, prepared by a Valuer. On any request by the Issuer, the Borrowers shall procure delivery of such Full Valuation Report or Desk Top Valuation Report, as the case may be, to the Issuer, the Bond Trustee and the relevant Bondholder, subject to such indemnity or pre-funding as to the costs of preparing the same as the Issuer and/or the Borrowers shall require from the relevant Bondholder.

For these purposes "**Valuer**" means Jones Lang LaSalle or such other reputable firm of surveyors which is a member of the Royal Institute of Chartered Surveyors as may be selected by the Borrower and approved by the Security Trustee from time to time.

Loan Events of Default and Enforcement

Loan Event of Default

Each of the following (which is set out in more detail in each Loan Agreement) is a "**Loan Event of 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 fourteen 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 (j) 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 the relevant Borrower of notice requiring the same to be remedied.
- (c) *Other non-payment:* (A) 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), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) 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 (A), (B) or (C) 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 (A), (B) or (C) 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 Finance Document.
- (e) *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 Security Trustee.
- (f) *Cessation of Business:* The Borrower 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 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 in Clause 16.1.8 (*Insolvency*) of the Original Loan Agreement (or the corresponding clause in the relevant Additional Loan Agreement, as applicable) (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Security Trustee).
- (i) *Unlawfulness:* It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
- (j) *Breach of Asset Cover Test:* The Borrower fails to perform its obligations under Clause 14.1 (*Asset Cover Test*) of the Original Loan Agreement (or the corresponding clause in the relevant Additional Loan Agreement, as applicable) 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 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) made between the relevant Borrower 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 the relevant Borrower (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 the relevant Borrower pursuant to the Co-operative and Community Benefit Societies Act 2014; and (iii) a certificate executed by two authorised signatories of the relevant Borrower or Party B confirming the above is provided to the Security Trustee.

Obligation to Notify the Issuer and the Security Trustee

Each Borrower shall notify the Issuer and the Security Trustee of any Loan Event of Default (and the steps, if any, being taken to remedy it) or potential Loan Event of Default promptly upon becoming aware of the same. The Issuer shall also notify the Security Trustee of any Loan Event of Default or potential Loan Event of 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 the relevant Loan Agreement on the due date for payment thereof.

Loan Event of Default Notice

Following the occurrence of a Loan Event of 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 (i) (*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 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 therefore shall become immediately enforceable.

Enforcement

If the security constituted under any Security Documents for the benefit of the Issuer becomes enforceable as a result of the service of a notice by the Security Trustee pursuant to the terms of a Loan Agreement, then the Security Trustee, any appointee or any Receiver (where appropriate) shall hold the moneys arising from any sale, calling in, collection or conversion under, or otherwise arising from the exercise of, the powers of conversion contained in the Security Documents after the security has become enforceable upon trust to apply the same:

- (a) *first*, in payment of the relevant proportion of all Liabilities for which the Borrower or the Issuer is accountable to the Security Trustee, any appointee or any Receiver in accordance with the Security Documents in priority to all amounts then due and payable in relation to the relevant Loan;
- (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;
- (d) *fourth*, in or towards payment to the Issuer of all other amounts then due and remaining unpaid under the relevant Loan Agreement;
- (e) *fifth*, to the extent not provided by clause (a) above in payment of all other undischarged remuneration, costs, charges, expenses and liabilities of the Security Trustee; and
- (f) the balance, if any, to the relevant Borrower.

Taxes

All payments by the Borrowers under the Loan Agreements shall be made free and clear of and without deduction or withholding whatsoever for or on account of any taxes, except, to the extent that the relevant Borrower is required by law to make payment subject to the deduction or withholding of any taxes. If any tax or amounts in respect of tax are required to be deducted, or any other deductions must be made, from any amounts payable or paid by a Borrower, the relevant Borrower shall pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required, the Issuer receives and retains (free from any liability in respect of such deduction or withholding) a net amount equal to the full amount which it would have received and retained had payment not been made subject to tax.

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 Bondholders pursuant to the Conditions, the Issuer shall notify the Borrowers 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 as will enable the Issuer (after such withholding or deduction) to pay to the Bondholders the amounts of principal and interest which they would have received in respect of the Bonds in the absence of such withholding or deduction. Each Borrower shall continue to pay such additional amounts to the Issuer unless and until the relevant 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), the remaining Borrowers 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 Bondholders the amounts of principal and interest which they would have received in respect of the Bonds 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 the Bonds, the Issuer shall not opt to pay such additional amounts (or, having so opted, will notify the Bond Trustee and the Bondholders of its intention to cease paying such additional amounts) and the Bonds shall be redeemed in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*), whereupon each Borrower 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

The Loan Agreements, and any non-contractual obligations or matters arising from or connected with them, shall be governed by, and construed in accordance with, English law.

DESCRIPTION OF THE LEGAL MORTGAGES AND THE SECURITY TRUST DEED

The Issuer's obligations in respect of the Bonds are secured pursuant to the Issuer Security Deed in favour of the Bond Trustee for the benefit of itself and the Bondholders and the other Issuer Secured Creditors by the Issuer 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, this Prospectus.

Definitions used in this section but not otherwise defined in this Prospectus have the meanings given to them in the Legal Mortgages and/or the Security Trust Deed.

LEGAL MORTGAGES

The Original Borrower has, in relation to the Initial Properties, entered into a Legal Mortgage dated 5 October 2015, and the Borrowers shall, in relation to any additional properties to be charged as underlying security for the Bonds, enter into further Legal Mortgages pursuant to the Security Trust Deed or the Loan Agreements, as applicable.

Fixed Legal Mortgage

Pursuant to the Legal Mortgages, the Original Borrower, as security for the payment of all Secured Obligations, has charged and the other Borrowers will charge, with full title guarantee by way of first fixed legal mortgage in favour of the Security Trustee as trustee for, *inter alios*, itself and the Issuer the Mortgaged Property set out 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 by any predecessor in title of the relevant Borrower and any moneys paid or payable in respect of such covenants.

Fixed Charge

Pursuant to the Legal Mortgages, the Original Borrower, as security for the payment of all Secured Obligations has charged and the other Borrowers will charge, with full title guarantee by way of first fixed charge in favour of the Security Trustee as trustee for, *inter alios*, itself and the Issuer:

- (a) all plant and machinery now or in the future owned by the relevant Borrower and its interest in any plant and machinery in its possession which form part of or are operated by the relevant Borrower on the Mortgaged Property;
- (b) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (c) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Mortgaged Properties and the use of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (d) if and in so far as the legal mortgage set forth in the section entitled "*Fixed Legal Mortgage*" above or the assignments set out in the section entitled "*Assignments*" below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to therein.

Assignment

Pursuant to the Legal Mortgages, the Original Borrower, as security for payment of the Secured Obligations has covenanted (and the other Borrowers will covenant) that, on the request of the Security Trustee, they shall, following the occurrence of an Enforcement Event which has occurred and is continuing unremedied or unwaived and is not remedied within any applicable grace period, with full title guarantee 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 on any contracted provision restricting the same) all of their rights, title and interest in and to:

- (a) the personal agreements and covenants by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by such Borrower from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to such Borrower or which may become due and owing to such Borrower at any time in the future in connection therewith);
- (b) all agreements now or from time to time entered into or to be entered into 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 moneys due and owing to such Borrower or which may become due and owing to such Borrower at any time in the future in connection therewith);
- (c) all agreements, contracts, deeds, licence, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable such Borrower to perfect its rights under the relevant Legal Mortgage or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to such Borrower in respect of the relevant Mortgaged Properties and all claims, remedies, awards or judgments paid or payable to such Borrower (including, without limitation, all liquidated and ascertained damages payable to such Borrower under the above) in each case relating to the Mortgaged Properties;
- (d) all licences held now or in the future in connection with relevant Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to such Borrower in relation to the relevant Mortgaged Property;
- (e) all rights and claims to which such Borrower is or may become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property;
- (f) all guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the relevant Mortgaged Property; and
- (g) all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to (a), (b) or (c) above and the right to make demand for and receive the same.

Each Borrower shall, however, until a Loan Event of Default has occurred and is outstanding under any loan agreement which is secured pursuant to the Security Trust Deed (including the Loan Agreements), be entitled to exercise all its rights under or in connection with such agreements and covenants.

Representations, Warranties and Undertakings

Pursuant to the Legal Mortgages, each Borrower has made (or will make) various representations in respect of the Mortgaged Properties including as to ownership, planning permission, covenants, security interests, third-party facilities, adverse claims and tenancies. In addition, each Borrower undertakes (or will undertake) to, *inter alia*, repair, insure, pay or procure the payment of taxes in respect of and comply with all leases in respect of, the Mortgaged Property.

Enforcement of Security

The Legal Mortgages provide (or will provide) that, upon and after an Enforcement Event has occurred and is continuing (and has not been remedied within any applicable grace period), the security created by the relevant Legal Mortgage will be immediately exercisable and the Security Trustee may enforce all or any part of such security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of such security subject to the terms of, *inter alia*, the relevant Loan Agreement.

Each Legal Mortgage further entitles (or will entitle) the Security Trustee and, *inter alios*, the Issuer to be indemnified out of the Security Assets in respect of, *inter alia*, all liabilities and expenses properly incurred by them in the execution or purported execution of any of the rights, powers, authorities or discretions vested in them pursuant to such Legal Mortgage.

Governing Law

The Legal Mortgages are, or will be, governed by and construed in accordance with English law.

SECURITY TRUST DEED

On or around the Issue Date, the Issuer will become a Beneficiary under the Security Trust Deed in accordance with the Security Trust Deed. The benefit of the security created by the Original Borrower and each Additional Borrower pursuant to the Legal Mortgages shall, therefore, 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

Designation of Security

The Security Trust Deed provides that the Security Trustee, the Borrowers and the Issuer shall agree the allocation of properties which shall comprise the Issuer's Designated Security in respect of the Loan Agreements. All properties which are not Designated Security shall form the Undesignated Security.

Additional Security

Pursuant to the Security Trust Deed, on or prior to a Borrower creating a further Legal Mortgage for the benefit of the Issuer, the relevant Borrower must deliver to the Security Trustee the documentation relating thereto as set out therein. Such documents must be in the form and substance satisfactory to the Security Trustee and, to the extent that they relate to one or more Loan Agreement, the relevant Borrower.

Release and Reallocation of Security

Pursuant to the terms of the Security Trust Deed, the Borrowers and the Issuer may agree to amend the Issuer's Designated Security by either removing Designated Security or by designating any Undesignated Security as the Issuer's Designated Security by, *inter alia*, delivering an amended Designated Properties Schedule signed by the Borrowers and the Issuer to the Security Trustee. Any such release or reallocation will be subject to the requirements set out in the Loan Agreements (see "*Description of the Loan Agreements*" above).

At any time prior to the Security Trustee taking any steps to enforce any Undesignated Security, upon receiving instructions from the relevant Borrower, the Security Trustee shall release the benefit of any Security Interest, rights or obligations held by it over the relevant Undesignated Security as security for all or any of the Secured Obligations **provided that** such Borrower shall have paid to the Security Trustee, or provided for to the satisfaction of the Security Trustee, all Trustee Costs which relate to that Undesignated Security.

Application of Proceeds

Upon the enforcement of the security constituted by the Security Documents, and after satisfying claims which at law rank in priority to sums owing under or in respect of any of the Relevant Documents, all Proceeds from the Issuer's Designated Security and related Security Assets and all money derived therefrom shall be applied in the following order:

- (a) *first*, in or towards payment of all Relevant Trustee Costs;
- (b) *secondly*, in or towards satisfaction of all monies, liabilities and obligations payable, owing, due or incurred by the relevant Borrower to the Issuer (other than Relevant Trustee Costs) in accordance with the relevant Loan Agreement;

- (c) *thirdly*, by allocating the balance among the Beneficiaries whose Relevant Liabilities have not been fully discharged under clause (b) 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 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);
- (d) *fourthly*, to the extent not recovered under (a), in or towards payment of all Trustee Costs; and
- (e) *fifthly*, the balance, if any, to the relevant Borrower.

Enforcement of Security

Pursuant to the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security in respect of the Loan Agreements if so instructed by the Issuer (subject to it being indemnified and/or secured and/or prefunded to its satisfaction).

In respect of instructions given by the Issuer, the Issuer has assigned its rights under, *inter alia*, the Security Trust Deed and the Legal Mortgages to the Bond 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 Bond Trustee. The Bond Trustee may, but is not obliged to, seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

In enforcing the Issuer Security (including the Issuer's rights, title and interests in the Security Trust Deed and the Legal Mortgages insofar as they relate to the Bonds) the Bond 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 Bondholders **provided, however, that** it is secured and/or indemnified and/or pre-funded to its satisfaction.

Governing Law

The Security Trust Deed is governed by and shall be construed in accordance with English law.

DESCRIPTION OF THE ACCOUNT AGREEMENT, THE CUSTODY AGREEMENT AND THE RETAINED BOND CUSTODY AGREEMENT

The Issuer has appointed The Bank of New York Mellon, London Branch a banking corporation organised under the laws of the State of New York and operating through its branch in London at 1 Canada Square, London E14 5AL, United Kingdom, as its Account Bank pursuant to the Account Agreement, its Custodian pursuant to the Custody Agreement and its Retained Bond Custodian pursuant to the Retained Bond Custody Agreement in relation to the issue of the Bonds.

The Bank of New York Mellon

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 One Wall 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 \$12 trillion in outstanding debt from 55 locations around the world. It 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 Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. The company is a leading provider of financial services for institutions, corporations and high net worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client focused team. It has more than \$26 trillion in assets under custody and administration and more than \$1.4 trillion in assets under management. Additional information is available at www.bnymellon.com.

The following description of the Account Agreement, the Custody Agreement and the Retained Bond Custody Agreement consists of a summary of certain provisions of the Account Agreement, the Custody Agreement and the Retained Bond Custody Agreement and is qualified by reference to the detailed provisions thereof. The Account Agreement, the Custody Agreement and the Retained Bond Custody Agreement are not, however, incorporated by reference into, and therefore do not form part of, this Prospectus.

Definitions used in this section but not otherwise defined in this Prospectus have the meanings given to them in the Account Agreement, the Custody Agreement and the Retained Bond Custody Agreement.

ACCOUNT AGREEMENT

Accounts

The Account Bank shall maintain three accounts for the Issuer in respect of the Bonds: the Transaction Account, the Initial Cash Security Account and the Ongoing Cash Security Account (together the "Payment Accounts").

Initial Deposits

Pursuant to the Account Agreement, the Issuer shall on the Issue Date of the Bonds:

- (a) credit the Initial Cash Security Account with the Retained Proceeds to the extent that such amount is not invested directly in Permitted Investments which are deposited in the Initial Cash Security Custody Sub-Account; and
- (b) credit the Transaction Account with the net issue proceeds of the Bonds less the Retained Proceeds to the extent that such amount is not paid directly to the Original Borrower pursuant to, and in accordance with, the Original Loan Agreement.

The Issuer shall, upon receipt, credit to the Ongoing Cash Security Account all amounts received from the Borrowers for deposit into such account pursuant to the terms of the relevant Loan Agreement.

Retained Bond Deposits

Pursuant to the Account Agreement, the Issuer shall, upon the sale of any Retained Bonds:

- (a) credit the Initial Cash Security Account with the net sale proceeds of such Retained Bonds (if any) (less any Retained Bond Premium Amount), to the extent that such amount is not paid directly to a Borrower pursuant to, and in accordance with, a Loan Agreement; and
- (b) credit the Transaction Account with the Retained Bond Premium Amount (if any), pending application in accordance with the Conditions.

Future Deposits and Withdrawals

The Issuer has covenanted, pursuant to the Issuer Security Deed that:

- (a) prior to the enforcement of the Issuer Security, payments from the Initial Cash Security Account shall only be made to fund:
 - (i) the Commitment pursuant to, and in accordance with the terms of, the Loan Agreements;
 - (ii) payment, on a *pro rata* and *pari passu* basis, to the Borrowers or a member of the Original Borrower Group in respect of any Bonds surrendered for cancellation in accordance with the Loan Agreements;
 - (iii) the purchase of Permitted Investments pursuant to the Custody Agreement; or
 - (iv) redemptions of the Bonds in accordance with the Conditions;
- (b) prior to the enforcement of the Issuer Security, payments from the Ongoing Cash Security Account shall only be made to the Borrowers pursuant to, and in accordance with the terms of, the Loan Agreements or to purchase Permitted Investments in accordance with the Custody Agreement; and
- (c) no payments from the Transaction Account will be made other than in accordance with the Conditions and the Issuer has undertaken to procure that amounts are paid into and out of the Transaction Account only in accordance with the Conditions, the Account Agreement and the Agency Agreement.

The Account Bank is under no obligation to monitor compliance with the above covenants.

Interest

Any moneys standing to the credit of the Transaction Account, the Initial Cash Security Account and/or the Ongoing Cash Security Account will earn interest at the interest rate(s) notified from time to time by the Account Bank to the Issuer.

Pursuant to the Account Agreement, interest accrued on the Transaction Account and the Initial Cash Security Account shall be credited to the Transaction Account and interest accrued on the Ongoing Cash Security Account shall be credited to the Ongoing Cash Security Account.

Change of Account Bank

The appointment of the Account Bank may, with the prior written approval of the Bond Trustee, be terminated upon 45 days' written notice or forthwith at any time the Account Bank is adjudged bankrupt or insolvent. The appointment of the Account Bank may also be terminated in the event that the short-term senior, unsecured and unguaranteed indebtedness rating of the Account Bank as assigned by S&P falls below "A-1" or is withdrawn, and there are amounts standing to the credit of the Initial Cash Security Account and/or the Ongoing Cash Security Account (and the Issuer shall use all reasonable endeavours to secure the appointment of a replacement Account Bank within 30 days of notice to the

Bond Trustee and S&P of such termination). No termination of the appointment of the Account Bank shall be effective until a successor Account Bank has been appointed.

The Account Bank may resign its appointment upon giving at least 45 days' written notice (subject to the appointment of a replacement Account Bank).

Pursuant to the Account Agreement, the appointment of any replacement Account Bank shall be subject to the prior written approval of the Bond Trustee, be on substantially the same terms as the Account Agreement and be subject to the condition that such replacement Account Bank must have a short-term senior, unsecured and unguaranteed indebtedness rating from S&P of no less than "A-1".

CUSTODY AGREEMENT

Custody Account

Pursuant to the Custody Agreement, the Custodian shall open, in the name of the Issuer, the Ongoing Cash Security Custody Sub-Account and the Initial Cash Security Custody Sub-Account (the "**Custody Sub-Accounts**") and the Ongoing Cash Security Cash Sub-Account and the Initial Cash Security Cash Sub-Account (the "**Cash Sub-Accounts**" and, together with the Custody Sub-Accounts, the "**Custody Account**").

Payments and Delivery

The Issuer will authorise 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 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 purchased by or on behalf of 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 Ongoing Cash Security Cash Sub-Account to the Ongoing Cash Security Account;
- (b) all Distributions (including any amount representing Permitted Investment Profit (if any)) credited to the Initial Cash Security Cash Sub-Account (other than Distributions which represent redemption and/or sale proceeds less any Permitted Investment Profit (if any)) to the Transaction Account; and
- (c) all Distributions credited to the Initial Cash Security Cash Sub-Account (other than those to be credited to the Transaction Account pursuant to (b) above) to the Initial Cash Security Account,

subject, in each case, to any deductions in respect of any taxes, charges and related liabilities.

The Issuer has agreed pursuant to the Issuer Security Deed 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 the Initial Cash Security Cash Sub-Account 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 Transaction Account.

Interest

Any moneys standing to the credit of the Ongoing Cash Security Cash Sub Account and the Initial Cash Security Cash Sub Account will earn interest at the standard rate(s) set by the Custodian in its deposit terms and conditions, as may be issued by it from time to time.

Change of Custodian

The appointment of the Custodian may, with the prior written approval of the Bond Trustee, be terminated upon 45 days' written notice (subject to the appointment of a replacement Custodian) or forthwith at any time the Custodian is adjudged bankrupt or insolvent. The appointment of the Custodian

shall also be terminated in the event that the short-term senior, unsecured and unguaranteed indebtedness rating of the Custodian as assigned by S&P falls below "A-1" or is withdrawn, and there are Permitted Investments standing to the credit of the Custody Account (subject to the appointment of a replacement Custodian).

The Custodian may resign its appointment upon giving at least 45 days' written notice to the Issuer and the Bond Trustee (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 approval of the Bond Trustee, be on substantially the same terms as the Custody Agreement and be subject to the condition that such replacement Custodian must have a short-term senior, unsecured and unguaranteed indebtedness rating from S&P of no less than "A-1".

RETAINED BOND CUSTODY AGREEMENT

Retained Bond Custody Account

Pursuant to the Retained Bond Custody Agreement, the Retained Bond Custodian shall open, in the name of the Issuer, the Retained Bond Custody Sub-Account and the Retained Bond Cash Sub-Account (together with the Retained Bond Custody Sub-Account, the "**Retained Bond Custody Account**").

Payments and Delivery

The Issuer will authorise the Retained Bond Custodian to make payments and delivery out of the Retained Bond Custody Account only as provided below.

Pursuant to the Retained Bond Custody Agreement, the Retained Bond Custodian shall not effect a transfer of any Retained Bonds except with the prior written consent of the Bond Trustee in the form of a Retained Bond Confirmation Letter which has been countersigned on behalf of the Bond Trustee.

Pursuant to the Retained Bond Custody Agreement, unless otherwise instructed pursuant to Instructions to make a payment out of any Sale Proceeds (other than any Retained Bond Premium Amount) to a Borrower in satisfaction of the Issuer's obligation to make an advance pursuant to a Loan Agreement, the Issuer shall give Instructions to the Retained Bond Custodian, forthwith upon receipt by the Retained Bond Custodian of any Sale Proceeds to transfer:

- (a) all Sale Proceeds (other than any Retained Bond Premium Amount) to the Initial Cash Security Account; and
- (b) all Retained Bond Premium Amounts to the Transaction Account,

in each case, subject to any withholding as required by applicable tax laws.

Payment Waiver

Notwithstanding any other provision of the Retained Bond Custody Agreement to the contrary and subject to the following paragraph, the Issuer has, pursuant to the Retained Bond Custody Agreement, unconditionally and irrevocably:

- (a) waived its rights to receive payments of interest, principal or otherwise in respect of the Retained Bonds 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;
- (b) authorised the Retained Bond Custodian to disclose the waiver referred to in (a) above in respect of the Retained Bonds (and the Retained Bonds position with the Retained Bond Custodian) to the Principal Paying Agent and any applicable international clearing system for the Retained Bonds to ensure that the waiver of the right to receive payments of interest, principal or otherwise in respect of the Retained Bonds is effected; and
- (c) directed the Retained Bond Custodian, in respect of each Retained Bond held by the Retained Bond Custodian on behalf of the Issuer in the Retained Bond Custody Sub-Account in definitive certificated form, (i) on each Interest Payment Date, to surrender the interest coupon for such

Retained Bond corresponding to such Interest Payment Date to the Principal Paying Agent for cancellation (ii) on each Instalment Redemption Date, to surrender the principal receipt for such Retained Bond corresponding to such Instalment Redemption Date to the Principal Paying Agent for cancellation and (iii) to surrender the definitive certificate representing such Retained Bond to the Principal Paying Agent for cancellation on any date on which the Retained Bonds are to be redeemed.

The Retained Bond 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 Bond Trustee in the form of a Retained Bond Confirmation Letter which has been countersigned on behalf of the Bond Trustee.

Interest

Any moneys standing to the credit of the Retained Bond Cash Sub Account will earn interest at the standard rate(s) set by the Retained Bond Custodian in its deposit terms and conditions, as may be issued by it from time to time.

Termination of Retained Bond Custody Agreement

Either of the Issuer or the Retained Bond Custodian may terminate the Retained Bond Custody Agreement by giving to at least 60 days' written notice to the other party.

Either of the Issuer or the Retained Bond Custodian may further terminate the Retained Bond Custody Agreement immediately upon notice to the other party upon the dissolution of that other party, or upon the commencement of any action or proceedings seeking liquidation (or equivalent) of that other party.

Pursuant to the Bond Trust Deed, the Issuer has covenanted for the benefit of the Bond Trustee that, in the event that the Retained Bond Custody Agreement is terminated, it shall appoint a successor custodian to hold the Retained Bonds on substantially the same terms as the Retained Bond Custody Agreement, in particular, but without limitation to, the payment waiver and transfer restrictions applicable to the Retained Bonds, as described above.

DESCRIPTION OF THE ISSUER

Incorporation and Status

Metropolitan Funding plc (the "**Issuer**") is a public limited company incorporated in England and Wales under the Companies Act 2006 with registered number 06560355. The Issuer was incorporated on 9 April 2008 and converted to a public limited company on 7 September 2015. Up to the date of conversion, it was known as Metropolitan Housing Partnership Limited, a private company limited by shares and was a dormant subsidiary of the Original Borrower.

The registered address of the Issuer is The Grange, 100 High Street, Southgate, London N14 6PW. The telephone number of its registered address is 0203 535 3535.

The Issuer has no subsidiaries.

Principal Activities

The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities, namely the Bonds, and incurring other indebtedness (including other secured indebtedness but subject to the covenant set out in Condition 6.1(*General Covenants*) and, in either case, lending the proceeds thereof to the Original Borrower to be applied in the achievement of the Original Borrower's charitable objects.

Directors

The directors of the Issuer and their principal activities outside the Issuer are as follows:

Name	Principal Activities outside the Issuer
Sarah Mussenden	Executive Director of Finance of the Original Borrower Group, Board Member of the Original Borrower
Brian Johnson	Chief Executive Officer of the Original Borrower Group, Board Member of the Original Borrower, Clapham Park Homes Limited and EM Property Services Ltd, Non Executive Director of North Essex Partnership Foundation NHS Trust
Donald McKenzie	Head of Corporate Finance & Deputy Company Secretary of the Original Borrower Group, Board Member of Metropolitan Living Limited, Clapham Park Development Ltd, Barratt Metropolitan LLP and West Hendon Service Charge Endowment CIC, Chair and Board Member of Havebury Housing Partnership Ltd

The business address of each of the above directors is The Grange, 100 High Street, Southgate, London N14 6PW.

The secretary of the Issuer is Mary Keane whose business address is The Grange, 100 High Street, Southgate, London N14 6PW.

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 other duties. Sarah Mussenden and Brian Johnson are directors of the Issuer and also board members of the Original Borrower. A conflict of interests could therefore arise if these directors are required to approve any transactions between the Issuer and the Original Borrower, such as the Loan Agreement. 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.

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 paid up to 25 pence.

The Original Borrower holds all of the shares of the Issuer.

The Original Borrower exercises control over the Issuer through its full ownership of the Issuer.

Operations

Since the date of conversion, the Issuer has not commenced operations, however it has produced a set of audited accounts dated 30 April 2015 in order to satisfy the requirements of conversion to a public company.

DESCRIPTION OF THE ORIGINAL BORROWER

Background and History of the Original Borrower Group

Metropolitan (the "**Original Borrower Group**") currently comprises the Original Borrower and its eight subsidiaries and two joint ventures in which it invests, and now owns and manages over 38,000 properties in London, the East Midlands and the East of England.

METROPOLITAN HOUSING TRUST LIMITED

Incorporation and Status

The Original Borrower was incorporated on 26 April 1963 as an Industrial and Provident Society under the Industrial and Provident Societies Act 1965 and is currently a registered society within the meaning of the Co-operative and Community Benefit Societies Act 2014 (with registered number 16337R). It is also 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 L0726) as a charitable Registered Provider of Social Housing.

The registered office of the Original Borrower is The Grange, 100 High Street, London N14 6PW. The telephone number of its registered address is 0203 535 3535.

Subsidiaries of the Original Borrower

The Original Borrower has eight subsidiaries which are the Issuer, SpiritaGen Ltd ("**SG**"), EM Property Services Limited ("**EM**"), Clapham Park Homes Limited ("**CPH**"), Metropolitan Living Limited ("**MLL**"), Clapham Park Development Ltd ("**CPD**"), Metropolitan Home Ownership Limited ("**MHO**") and Longsdale Ltd ("**LL**"), and invests in Westleigh Cherry Bank LLP ("**WCB**") and Barratt Metropolitan LLP ("**BM**"). The Issuer, SG, EM, LL, MHO, CPH and MLL are direct subsidiaries of the Original Borrower. CPD is a subsidiary of CPH. MLL participates in two active joint venture arrangements, WCB and BM, to carry out development projects. West Hendon Service Charge Endowment CIC is a management company required as part of the West Hendon Regeneration project and utilise Directors of BM.

SG is a dormant private company and was formed by the Original Borrower to undertake regeneration activities. EM is a private company and provides support services to the Original Borrower. LL is a private management company. MHO is a dormant company. CPH is a private company and is registered as a charity with the Charity Commission, and with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011 as a charitable Registered Provider of Social Housing. CPD is a private company and was formed by CPH to develop outright sales at Clapham Park. MLL is a private company and was formed by the Original Borrower to carry out build for sale developments. WCB is a Limited Liability Partnership ("**LLP**") set up to develop Monks Road in Lincoln and MLL holds 50 per cent. interest and voting rights with West Leigh Limited. BM is an LLP which was formed by MLL to develop the West Hendon estate in North West London. MLL holds a 25 per cent. interest and 50 per cent. voting rights in BM, with the remainder held by BDW Trading Limited.

Principal Activities of the Original Borrower

The Original Borrower is one of the UK's leading providers of affordable housing and care and support services. It owns and manages a large portfolio of over 38,000 homes and serves around 90,000 customers across London, the East Midlands and the East of England. Its aim is to be a leading provider of affordable homes and one which offers fully integrated services including care and support that enables customers to maximise their independence.

Executive Directors

As detailed below, the Original Borrower has six executive directors (the "**Executive Directors**"):

Name	Title
Brian Johnson	Chief Executive of the Original Borrower Group
Jenny Danson	Executive Director, Housing Services
Ann Gibbons	Executive Director, Care and Support
Sarah Mussenden	Executive Director, Finance
Richard Vining	Executive Director, Development
Shelia Coyle	Executive Director, People

Board

The board of the Original Borrower (the "**Board**") comprises eleven members, two of which are Executive Directors and the remaining nine are non-executive board members. The Board and their principal activities outside the Original Borrower, where these are significant with respect to the Original Borrower, are as follows:

Name	Principal Activities outside the Original Borrower
<i>Executive board members</i>	
Brian Johnson	Chief Executive Officer of the Original Borrower Group, Board Member of the Issuer, Clapham Park Homes Limited and EM Property Services Ltd, Non-Executive Director of North Essex Partnership Foundation NHS Trust
Sarah Mussenden	Executive Director, Finance of the Original Borrower Group, Board Member of the Issuer
<i>Non-executive board members</i>	
Paula Kahn (Chair)	Chair of the Board since May 2013, Chair of the Nominations Committee, Governor of the Cripplegate Foundation and Trustee of the Association of Charitable Foundations
Stuart Beevor (Senior Independent Director)	Chair of Development Committee, Chair of MLL and CPD, Trustee of the Investment Property Forum Educational Trust, a member of two DTZ Investment Management committees, a member of the Greenwich Hospital Advisory Board, a non-executive director of ICG-Longbow Senior Secured UK Property Debt Investments Ltd and Chairman of the Investment Advisory Board for the Diversified Property Fund for Charities
Janet Dean	Chair of Clapham Park Homes Limited, Co-founder of the Dean Knight Partnership (which provides consultancy and interim management for a range of regeneration, housing, social care and leadership projects), Non-executive Chair of Compass UK and a member of the Board and Chair of the Finance and

Name	Principal Activities outside the Original Borrower
	Employment Committee of Sheffield Hallam University, designated a Public Appointments Ambassador by the Government Equalities Office
Clive Deadman	Chair of Safeguarding and Quality Committee, Council Member of the Institute of Asset Management, Chairman of the Investment Forum of the UK's Energy Innovation Centre, a non-executive of Ombudsman Services
Mike Green	Chair of Audit and Risk Committee, Various non-executive roles including the Sports Council Trust and Southend University Hospital NHS Foundation, where he is also Chair of the Audit Committee.
Waheed Saleem	A fellow of the RSA and a member of the Association of Corporate Governance Practitioners
Christine Turner	Chair of the Customer Service Committee, Board Member of Spectrum Housing Group, Chair of Spectrum Premier Homes
Jerry Piper	Chair of the Remuneration Committee
Michael Dunn	Chair of Treasury Committee and EM Property Services. Previous roles include Group Finance Director of St Modwen Properties PLC and Group Finance Director of May Gurney Integrated Services plc.

Replacement of Director

Sarah Mussenden has announced that she will be leaving the Original Borrower Group at the end of September 2015 after nearly 3 years. Sarah will be replaced on an interim basis by Ian Johnson who started in late July to ensure a phased and orderly handover and pending the completion of a recruitment process to appoint a permanent replacement.

Ian is a Chartered Accountant with 25 years' experience across a wide range of sectors including business services, infrastructure, construction and development. Ian has been Chief Financial Officer of two listed companies and has over 7 years' experience in the development sector with Taylor Wimpey plc in various senior finance and commercial executive roles both in the UK and USA. More recently Ian delivered key elements of the finance transformation project for National Grid plc. Ian spent five years in the Royal Navy as a submariner before qualifying with PricewaterhouseCoopers.

Retirement of a Board Non-executive Director

Waheed Saleem has announced his intention to step down as a Director at the Original Borrower's AGM on 24 September 2015.

Business Address and Conflicts of Interest

The business address of each of the above Board members is The Grange, 100 High Street, Southgate, London N14 6PW.

The secretary of the Original Borrower is Mary Keane whose business address is The Grange, 100 High Street, Southgate, London N14 6PW.

Subject as follows, there are no potential conflicts of interest between any duties to the Original Borrower of the Board members of the Original Borrower and their private interests and/or other duties. Brian Johnson and Sarah Mussenden are directors of the Issuer and also Board members of the Original Borrower. A conflict of interests could therefore arise if these directors are required to approve any

transactions between the Issuer and the Original Borrower, such as the Loan Agreement. The rules of the Original Borrower provide that in the event of a conflict arising, unconflicted directors may authorise the conflict provided that no conflicted individual shall count in the quorum for such a decision in respect of such transactions.

Corporate Governance

The Original Borrower has seven corporate governance committees.

The Audit and Risk Committee meets at least 4 times per year. It receives reports from the external and internal auditors and reviews the processes for audit and risk management. It is chaired by Mike Green.

The Development Committee meets at least 4 times per year and is responsible for making decisions about significant capital and operational expenditure, in particular with regard to long-term financial planning. It oversees investment in new homes and schemes, and authorises major contracts for works, goods and services. It is chaired by Stuart Beevor.

The Customer Services Committee meets at least 4 times per year and focuses on providing assurance to the Board on service delivery and customer service. It is chaired by Christine Turner.

The Treasury Committee provides an expert focus on the management of the Original Borrower Group's loans and investments portfolio. It meets at least 2 times per year. It is chaired by Mike Dunn.

The Nominations Committee keeps under review the composition of the Board and the framework for appointing, developing and appraising Board members. It meets as required. It is chaired by Paula Kahn.

The Remuneration committee keeps under review the salaries of Executive Directors and Non-Executive board directors, meeting 2 times per year and is chaired by Jerry Piper.

Safeguarding and Quality committee provides assurance that adequate controls are in place to identify and manage risk and to integrate activities relating to safeguarding across the whole of the Original Borrower Group. It is chaired by Clive Deadman.

Governance and Viability Rating

The Original Borrower's governance rating was upgraded to G1 in December 2014. The G1 rating means the Original Borrower meets the requirements on governance set out in the Governance and Financial Viability Standard.

The Original Borrower has retained a viability rating of V2. The V2 rating means that the Original Borrower meets the requirements on viability set out in the Governance and Financial Viability Standard but needs to manage material financial exposures to support continued compliance.

The HCAs assessment of the Original Borrower's compliance with the financial viability element of the Governance and Financial Viability Standard is unchanged. Based on evidence gained from contact with the executive and a review of the latest financial forecasts, annual accounts and the quarterly survey the HCA has assurance that the financial plans are consistent with, and support, the financial strategy of the Original Borrower Group. The HCA found that the Original Borrower has an adequately funded business plan, sufficient security in place, and is forecast to continue to meet its financial covenants under a range of scenarios.

Share Capital and Major Shareholders

As at 31 March 2015, the Original Borrower had 31 shares in issue of £1 each. The shares are non-transferable, non-redeemable and carry no rights to receive either income or capital payments. The members are committed to a maximum liability of £1 each in the event of the Original Borrower being wound up.

Recent Developments

There have been no recent events particular to the Original Borrower that are, to a material extent, relevant to the evaluation of the Original Borrower's solvency.

Corporate Rating

The Original Borrower has been assigned a credit rating of AA- by S&P.

HISTORICAL FINANCIAL INFORMATION ON AND AUDITED FINANCIAL STATEMENTS OF THE ORIGINAL BORROWER AND THE ISSUER

The Original Borrower

The Original Borrower's next published financial statements for the year ended 31 March 2015 are required to be prepared in accordance with FRS 102 (the Financial Reporting Standard applicable in the UK and Republic of Ireland). In order to present the most recent year's historical financial information in a form consistent with the next annual published financial statements the Borrower has therefore restated the financial information on the Original Borrower Group for the year ended 31 March 2015 in accordance with FRS 102.

The restated financial information on the Original Borrower Group and the accountant's report thereon are set out below.

A description of the adjustments made as a result of the application of FRS 102, in comparison to the previously published financial statements of the Original Borrower Group for the year ended 31 March 2014, is set out in note 33 to the financial information.

As well as changes to the presentation of the financial information, the principal changes arising as a result of the adoption of FRS 102 are:

- Revaluation of property, plant and equipment at fair value;
- Valuation of financial instruments at fair value; and
- Recognition of the net present value of contracted payments in relation to past pension deficits;
- Revaluation of investment property at fair value.

The Original Borrower Group has restated its accounts in accordance with FRS 102. The restatement has been confirmed by its auditors, BDO LLP, as representing a true and fair position for the purposes of the prospectus. Accounting policies and judgements have been made by the Original Borrower Group in accordance with currently correct accounting treatment. However as accounting precedent evolves subsequent to the adoption of FRS102 across the sector, this accounting treatment may be subject to change.

The previously published financial statements of the Original Borrower Group for the years ended 31 March 2014 and 31 March 2015 are also set out below.

The Issuer

Since the date of conversion, the Issuer has not commenced operations, however it has produced a set of audited accounts dated 30 April 2015 in order to satisfy the requirements of conversion to a public company. The audited accounts dated April 2015 set out below are presented and prepared in a form materially consistent with that which will be adopted in the Issuer's next published financial statements, having regard to accounting standards and policies and legislation applicable to such annual financial statements.

ACCOUNTANT'S REPORT ON THE HISTORICAL FINANCIAL INFORMATION OF THE ORIGINAL BORROWER

BDO LLP

55 Baker Street
London
W1U 7EU

The Directors
Metropolitan Funding plc
The Grange
100 High Street
Southgate
N14 6PW

1 October 2015

The Board Members
Metropolitan Housing Trust Limited
The Grange
100 High Street
Southgate
N14 6PW

The Royal Bank of Scotland plc
135 Bishopsgate
London
EC2M 3UR

Banco Santander SA
Ciudad Grupo Santander
Avda de Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain
Dear Sirs

Metropolitan Funding plc (the "Issuer")

Metropolitan Housing Trust Limited (the "Original Borrower") and its subsidiary undertakings (together, the "Group")

Introduction

We report on the financial information set out on pages 89 to 138. This financial information has been prepared for inclusion in the prospectus dated 1 October 2015 of the Issuer (the "**Prospectus**") on the basis of the accounting policies set out in note 1 to the financial information. This report is required by item 13.1 of annex IX of the Commission Regulation (EC) No. 809/2004 (the "**PD Regulation**") and is given for the purpose of complying with that item and for no other purpose.

Responsibilities

As described in note 1 to the financial information, the directors of the Original Borrower are responsible for preparing the financial information on the basis of preparation set out in note 1 to the financial information.

It is our responsibility to form an opinion on the financial information and to report our opinion to you.

Save for any responsibility arising under Prospectus Rule 5.5.4R(2)(f) to any person as and to the extent there provided to the fullest extent permitted by the law we do not assume any responsibility and will not

accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with item 13.1 of annex IX of the PD Regulation consenting to its inclusion in the Prospectus.

Basis of opinion

We conducted our work in accordance with Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. Our work included an assessment of evidence relevant to the amounts and disclosures in the financial information. It also included an assessment of significant estimates and judgements made by those responsible for the preparation of the financial information and whether the accounting policies are appropriate to the entity's circumstances, consistently applied and adequately disclosed.

We planned and performed our work so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial information is free from material misstatement whether caused by fraud or other irregularity or error.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in the United States of America or other jurisdictions outside the United Kingdom and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Opinion

In our opinion, the financial information gives, for the purposes of the Prospectus, a true and fair view of the state of affairs of the Group as at 31 March 2015 and of its profits for the year then ended in accordance with the basis of preparation set out in note 1 to the financial information.

Declaration

For the purposes of Prospectus Rule 5.5.4R(2)(f) we are responsible for this report as part of the Prospectus and declare that we have taken all reasonable care to ensure that the information contained in this report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import. This declaration is included in the Prospectus in compliance with item 1.2 of annex VII of the PD Regulation.

Yours faithfully

DRAFT

BDO LLP

Chartered Accountants

BDO LLP is a limited liability partnership registered in England and Wales (with registered number OC305127)

Metropolitan Housing Trust Limited

Consolidated Financial Information

Year Ended 31 March 2015

Metropolitan Housing Trust Limited Consolidated Financial Information

Consolidated Statement of Comprehensive Income for the year ending 31 March 2015

		2015
	Note	£'000
Turnover	2	230,065
Cost of sales	2	(9,808)
Operating expenditure	2	<u>(135,612)</u>
Operating surplus	2,3 & 5	84,645
Surplus on disposal of fixed assets	6	13,450
Surplus on disposal of fixed asset investments	6	7,975
Share of operating surplus in joint ventures	32	738
Interest receivable	7	3,752
Interest and financing costs	8	(51,952)
Movement in fair value of financial instruments	7	1,131
Movement in revaluation of investment property	12	<u>1,066</u>
Surplus before Tax		60,805
Taxation	11	<u>(54)</u>
Surplus for the year		60,751
Actuarial (loss)/gain in respect of pension schemes	24	(813)
Revaluation of investments	35	1,554
Change in fair value of hedged financial instruments	8	(20,778)
Total comprehensive income and expenditure for the year		<u>40,714</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Group Statement of Financial Position

	Note	2015 £'000
Tangible fixed assets		
Housing properties	12	2,749,263
Other tangible fixed assets	13	<u>12,186</u>
Total tangible fixed assets		<u>2,761,449</u>
Investments		
Homebuy	14	177,603
Other investments	15	31,147
Investments in joint ventures	32	<u>5,916</u>
		2,976,115
Current assets		
Stock	16	18,029
Debtors		
- receivable within one year	17	49,304
- receivable after one year	17	5,809
Cash at bank and in hand		<u>121,071</u>
		194,213
Creditors: amounts falling due within one year	18	<u>(91,531)</u>
Net current assets		<u>102,682</u>
Total assets less current liabilities		<u>3,078,797</u>
Creditors: amounts falling due after more than one year	19	1,505,492
Provision for liabilities	25	56,045
Pension liability	24	2,600
Capital and reserves		
Income and expenditure reserve		635,697
Cashflow hedge reserve		(20,790)
Restricted reserve		12,435
Revaluation reserve		887,318
Total reserves		<u>1,514,660</u>
Total funding		<u>3,078,797</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Statement of Cash Flows

	£'000
Cash flows from operating activities	
Surplus for the year	60,751
Adjustments for:	
Share of surplus in joint venture	(738)
Movement in fair value of investment property	(1,066)
Movement in fair value of financial instruments	(1,131)
Depreciation	16,354
Amortised grant	(1,071)
Impairment	1,697
Tax	54
Interest payable	51,952
Interest receivable	(3,752)
Surplus on disposal of fixed assets	(13,450)
Surplus on sale of fixed asset investments	(7,975)
Increase in trade and other receivables	16,165
Decrease in stock	(7,316)
Decrease in trade payables	6,512
Contributions to/(from) Provisions	(11,201)
Movement in Pension Liability	(72)
Cash generated from operations	105,713
Income taxes paid	(597)
Net cash from operating activities	105,116
Cash flows from investing activities	
Purchase of property, plant and equipment	(122,982)
Proceeds from sale of Property, Plant & Equipment	30,752
Interest received	2,482
Proceeds from long term investments	28,226
Proceeds from the sales of fixed asset investments	7,975
Amounts placed on deposit	(7,860)
Net Capital Grants Received	13,116
Net cash used in investing activities	(48,291)
Cash flows from financing activities	
Proceeds from long-term borrowings	51,000
Interest paid	(49,812)
Repayment of Short-Term and Long-Term Borrowing	(77,048)
Payment of finance lease liabilities	(20)
Cash payments for the reduction of the outstanding liabilities relating to finance leases	(50)
Net cash used in financing activities	(75,930)
Net decrease in cash and cash equivalents	(19,105)
Cash and cash equivalents at beginning of period	140,176
Cash and cash equivalents at end of period	121,071

Metropolitan Housing Trust Limited Consolidated Financial Information

Consolidated Statement of Changes in Reserves

	Income and Expenditure Reserve	Cashflow Hedge Reserve	Restricted Reserve	Revaluation Reserve	Total Reserves
Balance at 1 April 2014	£'000	£'000	£'000	£'000	£'000
	575,303	(12)	11,691	886,964	1,473,946
Surplus for year from Statement of Comprehensive Income	60,751	-	-	-	60,751
Actuarial loss on pension scheme	(813)	-	-	-	(813)
Revaluation of investments	-	-	1,043	511	1,554
Change in fair value of hedged financial instruments	-	(20,778)	-	-	(20,778)
Other comprehensive income for the year	(813)	(20,778)	1,043	511	(20,037)
Reserves Transfers:					
Transfer from Revaluation Reserve to Income and Expenditure Reserve	157	-	-	(157)	-
Transfer of Restricted Expenditure from Income and Expenditure Reserve	299	-	(299)	-	-
Balance at 31 March 2015	635,697	(20,790)	12,435	887,318	1,514,660

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015

Notes to the Financial Information

1 Accounting Policies

Metropolitan Housing Trust is registered under the Co-operative and Community Benefit Societies Act 2014 and is a registered provider of social housing. It is a public benefit entity.

The consolidated financial information of the Group has been prepared in accordance with the requirements of the Prospectus Directive Regulation (No 2004/809/EC) and in accordance with this basis of preparation. This basis of preparation describes how the financial information has been prepared in accordance with UK Generally Accepted Accounting Practice (UK GAAP), including FRS 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102), and the Statement of Recommended Practice Accounting by registered social housing providers (Housing SORP 2014).

The Group's next annual published financial statements will need to be prepared in accordance with FRS 102 - The Financial Reporting Standard applicable in the UK and Republic of Ireland ("FRS 102"), which replaces current UK GAAP. The Prospectus Directive Regulation requires that only the most recent year's historical financial information must be presented and prepared in a form consistent with that which will be adopted in the issuer's next annual published financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements. Accordingly, although FRS 102 does not provide for the presentation of financial information without comparative information, this financial information has been prepared without any comparative financial information. In all other respects FRS 102 and the Housing SORP 2014 have been applied, as set out below.

This is the first year in which the financial statements have been prepared under FRS 102; information on the impact of first-time adoption of FRS 102 is given in note 33.

The preparation of the financial information requires management to make judgements, estimates and assumptions that affect the amounts reported for assets and liabilities as at the balance sheet date and the amounts reported for revenues and expenses during the year. However, the nature of estimation means that actual outcomes could differ from those estimates. It also requires Group management to exercise judgement in applying the Group's accounting policies. The impact that potential variations in these judgments may have on the financial information are explained in the accounting policies below.

Going Concern

After making enquiries, the Board has a reasonable expectation that the Group has adequate resources to continue in operational existence for the foreseeable future. For this reason the Board continues to adopt the going concern basis in preparing the Group financial information.

Basis of consolidation

The Consolidated Financial Information include Metropolitan Housing Trust and its subsidiaries (together 'the Group'). Non-exchange transactions where there is a clear gift of control are accounted for as business combinations. Control is achieved where the Group has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. The results of the subsidiaries are included in the consolidated Statement of Comprehensive Income from the date of their formation or gift in to the Group. All intra-Group transactions, balances, surpluses and deficits are eliminated in full on consolidation.

Investments in subsidiaries are accounted for at cost less impairment in the individual financial statements.

The Group participates in a number of regeneration partnerships with other Registered Providers. These arrangements involve jointly controlled assets and the Group's share of those jointly controlled assets, any related liabilities and any income or expenditure in relation to those jointly controlled assets are included in the results of the Group, in proportion to its share in those assets.

The Group has entered into a number of contractual arrangements that are classed as jointly controlled entities. Jointly controlled entities are accounted for using the equity method, which reflects the Group's share of the profit or loss, other comprehensive income and equity of the jointly controlled entity.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

Turnover and revenue recognition

Turnover comprises rental and service charges income receivable (net of any voids), income from first tranche sales, sales of properties built for sale and other services at the invoiced value (net of VAT where recoverable), amortisation of deferred capital grants, and other grants receivable.

Rental income is recognised from the point when properties under development reach practical completion or otherwise become available for letting, income from first tranche sales and sales of properties built for sale is recognised at the point of legal completion of the sale.

Current and deferred taxation

The charge for taxation is based on the surplus for the year and takes into account taxation deferred. Deferred tax is provided for on differences between the treatment of certain items for accounting and taxation purposes. It is accounted for to the extent that a liability or asset is expected to be payable or recoverable in the foreseeable future.

Deferred tax is calculated using the tax rates and laws that have been enacted or substantively enacted by the reporting date that are expected to apply to the reversal of the timing difference.

Value Added Tax

The Group charges Value Added Tax (VAT) on some of its income and is able to recover part of the VAT it incurs on expenditure. The financial statements include VAT to the extent that it is suffered by the Group and not recoverable from HM Revenue and Customs. Recoverable VAT arises from partially exempt activities and is credited to the Statement of Comprehensive Income.

Finance costs

Finance costs are charged to the Statement of Comprehensive Income over the term of the debt using the effective interest rate method so that the amount charged is at a constant rate on the carrying amount.

Issue costs are recognised as a reduction in the proceeds of the associated capital instrument.

Where a development project is financed by the borrowings of the Group finance costs are capitalised during the period of construction.

Employee benefits

Short term employee benefits are recognised as an expense in the period in which they are incurred. The Group does not allow unused annual leave to be carried forward into the next reporting period so no accrual is required.

Pensions

The Group participates in two funded schemes: the Social Housing Pension Scheme (SHPS) and The Nottinghamshire County Council Pension Fund (NCCPF).

For SHPS, Metropolitan closed the multi-employer defined benefit pension scheme on 31st March 2015, and operates a multi-employer defined contribution scheme from 1st April 2015. The scheme actuary has advised that it has not been possible to identify the share of underlying assets and liabilities belonging to individual participating employers. The charge to income and expenditure represents the employer contribution payable to the scheme for the accounting period. Contributions payable under the terms of a funding agreement for past deficits are recognised as a liability in the Statement of Financial Position at the present value of the expected future cash flows for which there is a contractual obligation.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

For the NCCPF, it is a multi-employer defined benefit pension scheme. The scheme assets are measured at fair values. Scheme liabilities are measured on an actuarial basis using the projected unit credit method and are discounted at appropriate high quality corporate bond rates. The net surplus or deficit is presented separately from other net assets on the Statement of Financial Position.

The current service cost and costs from settlements and curtailments are charged against operating surplus. Past service costs are recognised in the current reporting period. Interest is calculated on the net defined benefit liability. Re-measurements are reported in other comprehensive income.

Management's estimates relating to the defined benefit scheme is based on a number of critical underlying assumptions such as standard rates of inflation, mortality, discount rate and anticipation of future salaries variation in these assumptions may significantly impact the defined benefit obligation and annual expense as shown in note 24. These assumptions and calculations are prepared by an independent actuary.

Housing properties

Housing properties constructed or acquired (including land) on the open market since the date of transition to FRS 102 are stated at cost less depreciation and impairment (where applicable).

The cost of housing land and property represents their purchase price and any directly attributable costs of acquisition which may include an appropriate amount for staff costs and other costs of managing development.

Directly attributable costs of acquisition includes capitalised interest calculated, on a proportional basis, using the interest on borrowing which has been drawn in order to finance the relevant construction or acquisition. Where housing properties are in the course of construction, interest cost is only capitalised where construction is on-going and has not been interrupted or terminated.

Deemed cost on transition to FRS 102

On transition to FRS 102 the Group took the option of carrying out a one off valuation of selected items of housing properties and using that amount as deemed cost. To determine the deemed cost at 1st April 2014, the Group engaged independent valuation specialist Jones Lang LaSalle Ltd (JLL) to value housing properties on an EUV-SH basis. Housing properties will subsequently be measured at cost.

Any difference between historical cost depreciation and depreciation calculated on deemed cost is transferred between the revaluation reserve and income and expenditure reserve.

Government Grant

Grants received in relation to assets that are presented at deemed cost at the date of transition have been accounted for using the performance model as required by Housing SORP 2014. In applying this model, such grant has been presented as if it were originally recognised as income within the Statement of Comprehensive Income in the year it was receivable and is therefore included within brought forward reserves.

Grant received since the transition date in relation to newly acquired or existing housing properties is accounted for using the accrual model set out in FRS 102 and the Housing SORP 2014. As required by Housing SORP 2014, grant is carried as deferred income in the balance sheet and released to the income and expenditure account on a systematic basis over the useful economic lives of the asset for which it was received. In accordance with Housing SORP 2014 the useful economic life of the housing property structure has been selected (see table of useful economic lives below).

Where social housing grant (SHG) funded property is sold, the grant becomes recyclable and is transferred to a recycled capital grant fund until it is reinvested in a replacement property. If there is no requirement to recycle or repay the grant on disposal of the assets any unamortised grant remaining within creditors is released and recognised as income within the income and expenditure account.

Grants relating to revenue are recognised in income and expenditure over the same period as the expenditure to which they relate once performance related conditions have been met.

Grants due from government organisations or received in advance are included as current assets or liabilities.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

Depreciation of housing property

Housing land and property is split between land, structure and other major components that are expected to require replacement over time.

Land is not depreciated on account of its indefinite useful economic life.

The portion of shared ownership property retained or expected to be retained is not depreciated on account of the high residual value. Neither the depreciable amount nor the expected annual depreciation charge for such assets is considered material, individually or in aggregate.

Assets in the course of construction are not depreciated until they are completed and ready for use to ensure that they are depreciated only in periods in which economic benefits are expected to be consumed.

The cost of all other housing property (net of accumulated depreciation to date and impairment, where applicable) and components is depreciated over the useful economic lives of the assets on the following basis:

Freehold land is not depreciated.

Housing properties are split between the structure and the major components which require periodic replacement. The costs of replacement or restoration of these components are capitalised and depreciated over the determined average useful economic life as follows:

Description	Economic useful life
Structure	125
Kitchen	20
Bathroom	30
Roofs (pitched)	70
Roofs (flat)	20
External doors	30
Boiler	15
Electrics	40
External windows	40
Mechanical systems	20
Communal	20
Lifts	20

Leasehold properties are depreciated over the length of the lease except where the expected useful economic life of properties is shorter than the lease; when the lease and building elements are depreciated separately over their expected useful economic lives.

For shared ownership accommodation that the Group is responsible for, it is the Group's policy to maintain them in a continuous state of sound repair. Maintenance of other shared ownership properties is the responsibility of the shared owner. The Group considers that the lives of properties are so long and residual values based on current open market value are so high that any depreciation would be insignificant. Any impairment in the value of such properties is charged to the Statement of Comprehensive Income.

Any difference between the historical annual depreciation charge and the annual depreciation charge on assets carried at deemed cost is transferred to the revaluation reserve for the asset concerned until that reserve is depleted.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

Impairment

The housing property portfolio for the Group is assessed for indicators of impairment at each balance sheet date. Where indicators are identified then a detailed assessment is undertaken to compare the carrying amount of assets or cash generating units for which impairment is indicated to their recoverable amounts. An option appraisal is carried out to determine the option which produces the highest net realisable value. Valuations on rental return or potential sale proceeds are obtained and used to inform the options. The Group looks at the net realisable value, under the options available, when considering the recoverable amount for the purposes of impairment assessment. The recoverable amount is taken to be the higher of the fair value less costs to sell or value in use of an asset or cash generating unit. The assessment of value in use may involve considerations of the service potential of the assets or cash generating units concerned or the present value of future cash flows to be derived from them appropriately adjusted to account for any restrictions on their use. No properties have been valued at VIU-SP.

The Group defines cash generating units as schemes except where its schemes are not sufficiently large enough in size or where it is geographically sensible to group schemes into larger cash generating units. Where the recoverable amount of an asset or cash generating unit is lower than its carrying value an impairment is recorded through a charge to income and expenditure.

Allocation of costs for mixed tenure and shared ownership developments

Costs are allocated to the appropriate tenure where it is possible to specify which tenure the expense relates to. Where it is not possible to relate costs to a specific tenure costs are allocated on a floor area or unit basis depending on the appropriateness for each scheme.

Donated Land and other assets

Land and other assets donated by local authorities and other government sources are added to cost at the fair value of the land at the time of the donation. Where the land is not related to a specific development and is donated by a public body an amount equivalent to the increase in value between fair value and consideration paid is treated as a non-monetary grant and recognised in the Statement of Financial Position as a liability. Where the donation is from a non-public source the value of the donation is included as income.

Investment Properties

Investment properties consist of commercial properties and other properties not held for social benefit or for use in the business. Investment properties are measured at cost on initial recognition and subsequently at fair value at the balance sheet date, with changes in fair value recognised in income and expenditure. Fair value is determined annually by appropriately qualified external valuers and is derived from current market rents and investment property yields for comparable properties, adjusted if necessary for any difference in the nature, location or condition of the specific asset. No depreciation is provided on investment properties.

The Group engaged JLL to determine fair value at 1st April 2014. For investment property at market rents JLL used MV-VT basis and for commercial property the commercial rent basis was used to determine the Investment property fair value. Indexation was applied to determine the fair value for investment property at market rents for 31 March 2015 and a further valuation took place for commercial properties as at 31st March 2015.

Other tangible fixed assets

Depreciation is charged on a straight-line basis over the expected useful economic lives of the other fixed assets at the following annual rates:

Office furniture and equipment	-	20% - 33% on cost
Service equipment	-	5% on cost

No depreciation is charged in the year of acquisition

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

Stock

Stock represents work in progress and completed properties, including housing properties developed for transfer to other registered providers; properties developed for outright sale; and shared ownership properties. For shared ownership properties the value held as stock is the estimated cost to be sold as a first tranche.

Stock is stated at the lower of cost and net realisable value. Cost comprises materials, direct labour and direct development overheads. Net realisable value is based on estimated sales proceeds after allowing for all further costs to completion and selling costs.

Recoverability of the cost of properties developed for outright sale/or land held for sale

Assessments are made of recoverability using the same criteria described in the housing properties impairment policy above.

Recoverable amount of rental and other trade receivables

The Group estimates the recoverable value of rental and other receivables and impairs the debtor by appropriate amounts. When assessing the amount to impair it reviews the age profile of the debt, historical collection rates and the class of debt.

Recoverable amount of rental and other trade receivables

The Group estimates the recoverable value of rental and other receivables and impairs the debtor by appropriate amounts. When assessing the amount to impair it reviews the age profile of the debt, historical collection rates and the class of debt.

Financial instruments

Debtors and creditors

Debtors and creditors with no stated interest rate and receivable or payable within one year are recorded at transaction price. Any losses arising from impairment are recognised in the income statement in other operating expenses

Loans, Investments and short term deposits

All loans, investments and short term deposits held by the Group, with the exception of the Lenders Option Borrowers Option Loan and Cancellable embedded option arrangements detailed below, are classified as basic financial instruments in accordance with FRS 102. These instruments are initially recorded at the transaction price less any transaction costs (historical cost), FRS 102 requires that basic financial instruments are subsequently measured at amortised cost, however the Group has calculated that the difference between the historical cost and amortised cost basis is not material and so these financial instrument are stated on the balance sheet at historical cost. Loans and investments that are payable or receivable within one year are not discounted.

Lenders Option Borrowers Option Loan, (LOBO) and Cancellable embedded options (CEO)

These financial instruments contain embedded derivative optionality. In the case of our LOBO these derivatives are held by both our lender and by us. This makes them more complex instruments and they cannot be defined as “basic” under FRS102. As a result their measurement is determined by Section 12 of FRS 102. In determining the appropriate accounting treatment for these instruments we have assumed that the Regulations referred to in 12.8c, which are the Large and Medium Sized Companies and Groups (Accounts and Reports) Regulations 2008, are applicable to Metropolitan Housing Trust. Reference to these Regulations determines that the instruments should be measured at amortised cost. As stated previously the Group’s accounting policy for financial instruments measured at amortised cost is that they are stated on the balance sheet at historical cost because the difference between historical cost and amortised cost is deemed to be immaterial. The application of these Regulations is a subjective viewpoint and the Group is aware that this conclusion may be changed by future amendments to FRS 102.

An embedded interest rate derivative is considered clearly and closely related to the host contract (and does not need to be accounted for separately) unless certain conditions are present. The Group has analysed the terms of all its LOBO and CEO arrangements and has determined that these conditions are not present. As a result of this analysis these derivatives are not measured separately but as part of the host loans at historical cost.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

Cash and cash equivalents

Cash and cash equivalents in the Group's Consolidated Statement of Financial Position consists of cash at bank, in hand, deposits and short term investments with an original maturity of three months or less.

The Group has also identified some investments, which meet the definition of cash and cash equivalents but are restricted in their use; these investments have been classified as restricted cash equivalents.

Derivative instruments and hedge accounting

The Group holds floating rate loans which expose the Group to interest rate risk, to mitigate against this risk the Group uses interest rate swaps. These instruments are measured at fair value at each reporting date. They are carried as assets when the fair value is positive and as liabilities when the fair value is negative.

The Group has designated each of the swaps against either existing drawn floating rate debt or against highly probable future floating rate debt. To the extent the hedge is effective movements in fair value adjustments, other than adjustments for own or counter party credit risk, are recognised in other comprehensive income and presented in a

separate cash flow hedge reserve. Any movements in fair value relating to ineffectiveness and adjustments for our own or counter party credit risk are recognised in income and expenditure.

Concessionary loans

Concessionary loans are those loans made or received by the Group that are made:

- to further its public benefit objectives,
- at a rate of interest which is below the prevailing market rate of interest
- to be repayable on demand.

These loans are measured at the amount advanced at the inception of the loan less amounts received and any provisions for impairment. Any associated grant is recognised as deferred income until the loan is redeemed.

The Group has a number of arrangements that are considered to be concessionary loans:

Homebuy

Under the Homebuy scheme and the Key Worker Living Initiative, the Group received SHG representing a percentage of the open market purchase price of a property in order to advance interest-free loans to a homebuyer.

Mychoice Homebuy

Under the Mychoice Homebuy scheme, the Group has issued interest-bearing loans representing a percentage of the open market purchase price of the properties. A percentage of this loan (either 50% or 25%) has been funded from the Group's own resources and the balance funded by SHG

Rent and service charge agreements

The Group has made arrangement with individuals and households for arrears payments of rent and service charges. These arrangements are effectively loans granted at nil interest rate

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

Leases

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership of the leased asset to the Group. All other leases are classified as operating leases

Rentals paid under operating leases are charged to the Statement of Comprehensive Income on the accruals basis.

Where assets are financed by leasing agreements that give rights approximating to ownership they are treated as if they had been purchased outright. The amount capitalised is the present value of the minimum lease payments (or if lower the fair value of leased asset) and is depreciated in accordance with the Group's normal policy for that class of assets. The corresponding liability to the lessor is included in the Statement of Financial Position as a finance lease obligation. Lease payments are apportioned between finance charges and reduction of the lease obligation using the effective interest method so as to achieve a constant rate of interest on the remaining balance of the liability.

Provision for liabilities

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding and restructuring.

Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

Where the effect of the time value of money is material the amount expected to be required to settle the obligation is recognised at the present value using a discount rate. The unwinding of the discount is recognised as a finance cost in income and expenditure in the period it arises.

Reserves

Income received, and expenditure incurred, for restricted purposes is separately accounted for within restricted funds. Realised and unrealised gains and losses on assets held by these funds are also allocated to the fund.

The revaluation reserve is created from surpluses on asset revaluation.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

2 Particulars of turnover, cost of sales operating costs and operating surplus

	Turnover	Cost of Sales	Operating Costs	Operating Surplus
	2015	2015	2015	2015
	£'000	£'000	£'000	£'000
Social housing activities				
Income and expenditure from lettings (Note 3)	185,838	-	109,400	76,438
Other social housing activities				
Shared ownership first tranche sales	6,424	3,758	97	2,569
Mortgage rescue	285	-	43	242
Supporting People	15,058	-	13,696	1,362
Community investment	452	-	1,004	(552)
Other	868	-	498	370
Total other social housing activities	23,087	3,758	15,338	3,991
Non social housing activities				
Development of properties for sale	6,497	6,050	240	207
Market renting	3,450	-	841	2,609
Registered care homes	7,013	-	7,282	(269)
Other	4,180	-	2,511	1,669
Total non social housing activities	21,140	6,050	10,874	4,216
Total	230,065	9,808	135,612	84,645

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

3 Particulars of income and expenditure from social housing lettings

	General Needs Housing	Supporting Housing and Housing for Older People	Other Housing Provision	Low Cost Home Ownership	Total
	2015	2015	2015	2015	2015
	£'000	£'000	£'000	£'000	£'000
Income from letting					
Rent receivable net of identifiable service charges	119,930	24,186	2,334	15,283	161,733
Charges for support services	-	324	-	-	324
Service charges receivable	9,700	7,440	127	4,163	21,430
Net rental income	129,630	31,950	2,461	19,446	183,487
Amortised deferred government grant	1,071	-	-	-	1,071
Revenue grants from local authorities and other agencies	-	16	-	-	16
Management fees	72	22	26	1,144	1,264
Turnover from social housing lettings	130,773	31,988	2,487	20,590	185,838
Expenditure on letting activities					
Services	13,613	5,604	375	3,773	23,365
Management	29,602	8,780	724	3,999	43,105
Routine maintenance	10,829	2,609	308	295	14,041
Planned maintenance	5,766	1,237	162	286	7,451
Major repairs	2,028	269	71	264	2,632
Bad debts	283	321	128	62	794
Lease charges	167	765	1	26	959
Depreciation	15,070	-	-	-	15,070
Accelerated depreciation	286	-	-	-	286
Impairment	1,697	-	-	-	1,697
Operating expenditure on social housing lettings	79,341	19,585	1,769	8,705	109,400
Operating surplus on social housing lettings	51,432	12,403	718	11,885	76,438
Rent loss through voids	(2,845)	(2,207)	(147)	(78)	(5,277)

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

4 Accommodation in management and development

	Owned and Managed Number	Owned but managed by others Number	Not owned but managed Number	Total Number
General Needs rented housing	21,214	372	1,624	23,210
Supported Housing	4,636	808	239	5,683
Shared Ownership	4,639	88	138	4,865
Leaseholder units	2,614	7	740	3,361
Market renting	748	-	19	767
Other	356	145	28	529
Total	34,207	1,420	2,788	38,415

5 Operating surplus

	2015 £'000
Operating surplus is stated after charging:	
Depreciation:	
Tangible fixed assets- Housing properties	15,070
Other fixed assets	998
Accelerated depreciation on components - tangible fixed assets	286
Impairment of housing properties	1,697
Operating leases charges:	
Offices	754
Other buildings non office	959
Leases non buildings	31
Auditor's remuneration (excluding VAT):	
Audit of the financial statements	154
in respect of other services	37

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

6 Surpluses on disposal of fixed assets and fixed asset investments

Surplus on disposal of fixed assets	2015
	£'000
Disposal Proceeds	30,752
Cost of sales	(16,702)
Disposal proceeds fund	(600)
	<u>13,450</u>
 Surplus on disposal of fixed asset investments	 2015
	£'000
Homebuy redemption income	25,338
Homebuy redemption expense	(17,363)
	<u>7,975</u>

7 Interest receivable and other income

	2015
	£'000
Bank interest	152
Bank deposits	658
Regeneration partners	886
Interest income from financial assets	1,270
Investment income	786
	<u>3,752</u>
 Other income through I & E	
Gain on fair value of hedged derivative instruments	1,202
Loss on basis swap - derivative instruments	(71)
	<u>1,131</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

8 Interest and financing costs

	2015
	£'000
Interest on loans repayable	51,859
Net Interest on pension fund	(22)
Interest on finance leases	50
Interest on recycled capital grant fund and disposal proceeds fund	332
Finance charge on provisions	2,013
Less: Interest capitalised	<u>(2,280)</u>
	<u>51,952</u>

Other financing costs through Other Comprehensive Income

Loss on hedged derivative instrument	<u>20,778</u>
--------------------------------------	---------------

Interest payable of £55k is included within the Group's share of surplus in joint ventures.

9 Employees

The average monthly full time equivalent number of people (including executives) employed during the year was:

	2015
	Number
Senior Managers	8
Office Staff	709
Scheme Staff	<u>591</u>
	<u>1,308</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

9 Employees (*continued*)

Employee cost

Staff costs (for the people above):	2015
	£'000
Wages and salaries	37,929
Social security costs	3,260
Pension costs (Note 24)	1,067
	<u>42,256</u>

Number of staff (including Executive Directors) who were paid over £60,000 in the year (excluding pension contributions):

	2015
	Number
£60,000 - £70,000	13
£70,001 - £80,000	10
£80,001 - £90,000	7
£90,001 - £100,000	5
£100,001 - £110,000	1
£140,001 - £150,000	1
£150,001 - £160,000	1
£180,001 - £190,000	1
£220,001 - £230,000	1
	<u>40</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

10 Board members and executive directors (Key Personnel)

2015

£

The aggregate emoluments, including pension contributions,
paid to or receivable by executive directors

1,096,152

The executive directors comprised 8 posts as outlined in section 1 of the Report and Financial Statements. The Chief Executive was the highest paid director of the Group in the year; his total remuneration (excluding pension contributions) for the year is set out below.

2015

£

Chief Executive

228,313

The Chief Executive is an ordinary member of the Metropolitan pension scheme and no enhanced or special terms apply. Metropolitan does not make any further contribution to an individual pension arrangement for the Chief Executive.

The table below shows the salaries paid to non-executive Board members and expenses incurred during the discharge of their duties during 2014/15:

Board Member	2015	2015
	Salary	Expenses
	£	£
Christine Turner	9,852	316
Clive Deadman	8,853	3,642
Janet Dean	9,852	3,640
Jerry Piper	9,353	333
Michael Dunn	9,353	1,350
Mike Green	9,852	912
Paula Kahn (Chair)	21,773	365
Stuart Beevor	10,977	405
Waheed Saleem	9,852	1,604
	<u>99,717</u>	<u>12,567</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

11 Tax on surplus on ordinary activities

Subsidiaries are subject to corporation tax on taxable profits.

The tax charge for the period comprises:

	2015 £'000
UK Corporation tax on taxable profits of the period at 21%	54
	<u>54</u>

The tax charge for the period is lower than the standard rate of corporation tax in the UK, 21%. The differences are explained below:

	2015 £'000
Surplus on ordinary activities before tax	60,805
Surplus on ordinary activities multiplied by the standard rate of corporation tax in the UK of 21%	12,769
Surplus covered by charitable exemption	(12,688)
FRS 102 Adjustment	<u>(27)</u>
Total tax payable for the year	<u>54</u>

The FRS 102 adjustment represents the increase of £265k in FRS 102 profits from those calculated under previous accounting policies (the basis on which tax for 2014/5 is payable) multiplied by the standard rate of corporation tax in the UK of 21%.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

12 Fixed assets – Housing properties

	Housing Properties under Construction		Completed Housing Properties		Community Properties	Property, Plant & Equipment Total	Investment Properties	Property Assets Total
	Letting	Low Cost Home Ownership	Letting	Low Cost Home Ownership	£'000	£'000	£'000	£'000
At 1 April 2014	83,517	10,850	2,271,420	300,622	1,244	2,667,653	38,831	2,706,484
Schemes completed in year	(31,987)	(11,177)	31,987	11,177	-	-	-	-
Additions	78,643	33,572	8,557	509	-	121,281	-	121,281
Revaluations	-	-	-	-	-	-	1,066	1,066
Disposals	-	-	(3,156)	(14,894)	-	(18,050)	-	(18,050)
At 31 March 2015	130,173	33,245	2,308,808	297,414	1,244	2,770,884	39,897	2,810,781
Depreciation								
At 1 April 2014	-	-	18,427	-	20	18,447	-	18,447
Charge for year	-	-	15,060	-	10	15,070	-	15,070
Eliminated in respect of disposals	-	-	(682)	-	-	(682)	-	(682)
At 31 March 2015	-	-	32,805	-	30	32,835	-	32,835
Impairment								
At 1 April 2014	25,099	1,932	-	32	-	27,063	-	27,063
Impairment charged to income & expenditure	1,213	-	-	484	-	1,697	-	1,697
Released on disposal	(77)	-	-	-	-	(77)	-	(77)
At 31 March 2015	26,235	1,932	-	516	-	28,683	-	28,683
Net book value								
At 31 March 2015	103,938	31,313	2,276,003	296,898	1,214	2,709,366	39,897	2,749,263
At 1 April 2014	58,418	8,918	2,252,993	300,590	1,224	2,622,143	38,831	2,660,974
Historical cost at 31 March 2015	130,174	33,245	2,101,881	297,414	1,244	2,563,958	41,943	2,605,901
Historical cost at 1 April 2014	83,517	10,850	2,088,899	300,622	1,244	2,485,132	41,943	2,527,075

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

12 Fixed assets – Housing properties (*continued*)

Valuation

On transition to FRS 102 Metropolitan took the option of carrying out a one off valuation on a number of its housing properties and using that amount as deemed cost. To determine the deemed cost at 1st April 2014, the Group engaged Jones Lang LaSalle Ltd (JLL) to value housing properties on an Existing Use Value for Social Housing (EUV-SH) basis. Housing properties will subsequently be measured at cost.

This valuation has been undertaken by JLL's Affordable Housing Division, a 30-strong team established for over 15 years and widely recognised as one of the leading teams of specialist valuers and property advisors in the social housing sector. They act for 120 Registered Providers, all existing lenders, lawyers and rating agencies in the sector (without exception), and have driven a high proportion of Statutory Accounts valuations (for commensurate "G15" and national organisations), Bond Issuances (and their revaluations) and a cross section of land/consultancy projects.

The valuation was carried out as a desktop exercise on an EUV-SH basis using discounted cashflows. The property portfolio was grouped by a number of key parameters to determine the valuation including:

- Location
- Spread
- Usage categories
- Age
- Construction
- Property Type
- Tenure Type
- Rental streams less key deductions for expected maintenance and management costs

The resultant cash flow was calculated over 50 years with the net income in the final year capitalised into perpetuity with an assumption of 1% real rent increase per annum with a discount rate of 5.6% real.

The valuation apportioned rates between 75% and 85% as a land apportionment of the EUV-SH asset value with the overall average across stock being 82%.

The carrying value at March 31 2015 of letting properties under the cost model would be £1,928,730m compared with £2,276,003m shown above.

JLL was also engaged to determine fair value of investment properties at 1st April 2014. For investment property at market rents JLL used MV-VT basis and for commercial property the commercial rent basis was used to determine the Investment property fair value. Indexation was applied to determine the fair value for investment property at market rents for 31 March 2015 and a further valuation took place for commercial properties as at 31st March 2015.

The valuation has been based on current use, and ignores any change of use or any potential for future development. VAT and capital allowances have been excluded. It also assumes that:

- 1) there are no material rental or service charge arrears in connection with the tenants occupying the subject properties.
- 2) floor areas obtained from the Valuation Office Agency (VOA), are correct and measured in accordance with the Royal Institution of Chartered Surveyors' (RICS) Code of Measuring Practice (6th Edition) and on a Net Internal Area basis.
- 3) tenancy information provided by the Group as at 01 April 2014 and 31 March 2015 is correct.
- 4) there is no contamination of the properties or adjoining properties that would materially affect value.
- 5) planning consents comply with their current use (no account has been taken of any potential change in use)
- 6) all properties :
 - a) are in good structural repair and condition and contain no deleterious materials and that the services function satisfactorily.
 - b) have mains water, gas and electricity and drain into public sewers.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

12 Fixed assets – Housing properties (continued)

Impairment

Impairment brought forward at 1 April 2014 totalled £27.1m. Impairment charged in the year ended 31 March 2015 totalled £1.7m, being £1.0m relating to a 25 unit scheme in development, previously carried in the books at £2.6m, £0.2m relating to a site in development previously carried in the books at £0.4m, and £0.5m relating to 9 shared ownership properties, previously carried in the books at £1.3m.

The impairment charge for the year on properties under construction (£1,213k) relates to scheme delays and cost overruns. The impairment charge for the year on completed properties (£484k) is a result of an estimated loss when some properties held for sale are converted back to general needs.

Capitalised interest

Additions to housing properties in the course of construction during the year included capitalised interest of £2,280k. The weighted average cost of capital was 4.9%. The aggregate amount capitalised is £85.067m.

Properties held for security

Metropolitan had property with a net book value of £1,460m pledged as security at 31 March 2015.

Freehold / Leasehold

Metropolitan held long leasehold and freehold Property, Plant & Equipment at the following net book value.

	2015
	£'000
Long Leasehold	157,215
Freehold	<u>2,552,151</u>
	<u>2,709,366</u>

Metropolitan do not have any short leasehold Property, Plant & Equipment at the balance sheet date

Finance leases

The net carrying amount of assets held under finance leases included in plant and machinery is £682k.

There is one significant finance lease which is related to an agreement with EnviroEnergy to supply and install heating and heating equipment and as part of the Nottingham district heating scheme. At the end of the lease term the risk and responsibility of the heating equipment will be transferred to the Group. The remaining lease term is 17 years as at the 31 March 2015.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

13 Tangible fixed assets – other

	Freehold office premises £'000	Leasehold office premises £'000	Furniture and equipment £'000	Computer equipment £'000	Total £'000
<i>Cost</i>					
At 1 April 2014	10,747	4,859	2,597	10,433	28,636
Additions		-	-	1,021	1,021
Disposals	(35)	(92)	(949)	(2,956)	(4,032)
At 31 March 2015	10,712	4,767	1,648	8,498	25,625
<i>Grant</i>					
As at 1 April 2014 and 31 March 2015	-	-	7	-	7
<i>Depreciation</i>					
At 1 April 2014	2,246	2,129	2,453	9,092	15,920
Charge for the year	107	56	-	835	998
Disposals	-	(92)	(812)	(2,582)	(3,486)
At 31 March 2015	2,353	2,093	1,641	7,345	13,432
<i>Net book value</i>					
At 31 March 2015	8,359	2,674	-	1,153	12,186
At 31 March 2014	8,501	2,730	137	1,341	12,709

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

14 Homebuy loans

	£'000
Opening Balance at 1 April 2014	192,337
New loans issued	2,629
Redemption	(17,363)
Balance at 31 March 2015	177,603

15 Other Investments

	2015 £'000
Bond securities	5,519
Bank deposits	25,628
	31,147

16 Stock

	2015 £'000
Work in progress Low Cost Home Ownership	13,427
Completed properties Low Cost Home Ownership	2,908
Work in progress Outright Sales Developments	1,499
Completed properties Outright Sales Developments	195
	18,029

The stock figure above includes capitalised interest of £558k.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

17 Debtors

2015
£'000

Due within one year

Rental debtors	23,010
Less: bad debt impairment	<u>(9,971)</u>
Net rental debtors	13,039

Amounts owed by partners in regeneration schemes	3,139
Prepayment in respect of major repairs to housing properties	22,875
Prepayments and accrued income	2,928
VAT debtor	1,086
Other debtors	<u>6,237</u>
	<u>49,304</u>

Due after more than one year

Prepayments and accrued income	5,746
Other debtors	<u>63</u>
	<u>5,809</u>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

18 Creditors: Amounts falling due within one year

	2015
	£'000
Debt (note 23)	3,735
Trade creditors	2,693
Social Housing Grant repayable	-
Amounts owed in respect of housing properties	12,939
Other taxation and social security	948
Other creditors	13,084
Obligations under finance leases (note 23)	21
Corporation Tax	54
Accruals and deferred income	41,551
Recycled Capital Grant Fund	6,419
Disposals Proceeds Fund	366
Rent and service charge paid in advance	9,721
	91,531

19 Creditors: Amounts falling due after one year

	2015
	£'000
Debt (note 23)	976,021
Derivative financial instruments	41,291
Obligations under finance leases (note 23)	661
Amounts owed in respect of housing properties under development	1,362
Recycled Capital Grant Fund	87,628
Disposal Proceeds Fund	2,539
Deferred government grant	395,990
	1,505,492

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

20 Deferred government grant

2015
£'000

Opening Balance at 1 April 2014	395,402
Grant received in the year	4,517
Transfer from RCGF	17,246
Homebuy redemption	(13,845)
Recycled on disposals	(6,018)
Released to revenue	(241)
Amortisation	(1,071)
Balance at 31 March 2015	395,990

21 Recycled capital grant fund

2015
£'000

Opening Balance at 1 April 2014	92,409
Utilised on new build	(17,246)
Grants recycled upon relevant events:	
Homebuy	12,545
Other	6,018
Interest accrued	321
Balance at 31 March 2015	94,047
Amount of grant due for repayment within one year	6,419
Amount of grant due for repayment after one year	87,628
	94,047

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

22 Disposal proceeds fund

	2015 £'000
Opening Balance at 1 April 2014	2,313
Adjustments	(19)
Net Sales Proceeds recycled	600
Interest accrued	11
	<hr/>
Balance at 31 March 2015	<u>2,905</u>
DPF Creditor falling due in one year	366
DPF Creditor falling due after one year	2,539
	<hr/>
	<u>2,905</u>

Withdrawals from the disposal proceeds fund were used for approved works to existing housing properties

23 Debt analysis

	Loans 2015 £'000
Within one year	3,735
Between one to two years	52,622
Between two to five years	47,185
More than five years	876,214
	<hr/>
	<u>979,756</u>

Security

Loans are secured by fixed charges on individual properties.

Terms of repayment and interest rates

The debt is repayable in accordance with lender agreed profiles at fixed rates of interest ranging from 3% to 12%.

At 31 March 2015 the Group had undrawn loan facilities of £209m.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

23 Debt analysis (*continued*)

Obligation under finance leases

	2015 £'000
Due within one year	21
Due after more than one year	661
	<u>682</u>

24 Pensions

The Pensions Trust - Social Housing Pension Scheme (SHPS)

The association participates in the scheme, a multi-employer scheme which provides benefits to some 500 non-associated employers. The scheme is a defined benefit scheme in the UK.

It is not possible for the association to obtain sufficient information to enable it to account for the scheme as a defined benefit scheme. Therefore it accounts for the scheme as a defined contribution scheme. The scheme is subject to the funding legislation outlined in the Pensions Act 2004 which came into force on 30 December 2005. This, together with documents issued by the Pensions Regulator and Technical Actuarial Standards issued by the Financial Reporting Council, set out the framework for funding defined benefit occupational pension schemes in the UK.

The scheme is classified as a 'last-man standing arrangement'. Therefore the association 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.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

A full actuarial valuation for the scheme was carried out at 30 September 2011. This actuarial valuation showed assets of £2,062m, liabilities of £3,097m and a deficit of £1,035m. To eliminate this funding shortfall, the trustees and the participating employers have agreed that additional contributions will be paid to the scheme as follows:

Deficit contributions

From 1 April 2013 to 30 September 2020	A cash amount equivalent to 7.5% of members' earnings per annum (payable monthly and increasing by 4.7% each year on 1st April)
From 1 October 2020 to 30 September 2023	A cash amount equivalent to 3.1% of members' earnings per annum (payable monthly and increasing by 4.7% each year on 1st April)
From 1 April 2013 to 30 September 2026	£30.64m per annum (payable monthly and increasing by 3.0% each year on 1st April)

The contributions are expressed in nominal pound terms (for each employer) increasing each year at 4.7%. The contributions of 3.1% are calculated by proportioning the nominal pound payment at the time of the change. Earnings at 30 September 2008 (for each employer) are used as a reference point for calculating these contributions.

The recovery plan contributions are allocated to each participating employer in line with their estimated share of the scheme liabilities.

Where the scheme is in deficit and where the employer has agreed to a deficit funding arrangement, a liability is recognised for this obligation. The amount recognised is the net present value of the deficit reduction contributions payable under the agreement that relates to the deficit. The present value is calculated using the discount rate detailed in these disclosures. The unwinding of the discount rate is recognised as a finance cost.

Present value of pension provisions

	2015
	£'000
Present value of provisions	26,110

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

Reconciliation of opening and closing provisions

	2015 £'000
Provision at start of period	27,132
Unwinding of the discount factor (interest expense)	743
Deficit contribution paid	(2,890)
Remeasurements - impact of any change in assumptions	1,125
Provision at end of period	<u>26,110</u>

Income and expenditure impact

	2015 £'000
Interest expenses	743
Remeasurements - impact of any change in assumptions	1,125
Cost recognised in income and expenditure account	<u>1,868</u>

Assumptions

	2015 % per annum
Rate of discount	1.9

The discount rates shown above have been derived on the average period of the future deficit payments using a high quality corporate bond yield curve.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

The Nottinghamshire County Council Pension Fund

The Nottinghamshire County Council Pension Fund, which is administered by Nottinghamshire County Council, is a defined benefits scheme based on final pensionable salary, contributions being charged to the income and expenditure account over employees' working lives with the Trust. The contributions are determined by a qualified actuary on the basis of triennial valuations using the projected unit method. The most recent valuation of the whole fund was at 31 March 2013.

The valuation was updated by the actuary on an FRS17 basis as at 31st March 2015.

The major assumptions used in this valuation were:

	2015
Rate of increase of salaries	4.2%
Rate of increase in pensions in payment	2.4%
Discount rate	3.3%
Inflation assumption (RPI)	3.2%
Inflation assumption (CPI)	2.4%

Projections for year to 31 March 2016	£'000
Service cost	113
Interest cost	85
Administration expenses	1
	<hr/>
Total	199
	<hr/>
Employer contribution	55
	<hr/> <hr/>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

24 Pensions (*continued*)

Reconciliation of opening and closing balances

2015
£'000

Opening defined benefit obligation	7,716
Service cost	90
Interest cost	338
Actuarial losses (gains)	1,103
Losses on curtailments	-
Estimated funded benefits paid (net of transfers in)	(189)
Contributions by scheme participants	23
	<hr/>
Closing defined benefit obligation	9,081
	<hr/>

Net pension liability

2015
£'000

Present value of funded obligation	(9,081)
Fair value of Scheme assets (bid value)	6,481
	<hr/>
Net liability in balance sheet	(2,600)
	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

Amounts recognised in the statement of Total Comprehensive Income :	2015
	£'000
Included in operating expenditure:	
Current service cost	90
Included in interest and financing costs:	
net interest	(22)
Total included in surplus for the year	68
Included in other comprehensive income (OCI):	
Actual return less expected return on Pension Scheme assets	290
Changes in assumptions underlying the present value of the scheme liabilities	(1,103)
Actuarial gain recognised in OCI	(813)
Total	(745)
	2015
	£'000
Actual return on scheme assets	650
	2015
	£'000
Reconciliation of opening and closing deficit	
Deficit at beginning of year	(1,859)
Current service cost	(90)
Employer contributions	140
Other finance income/(expense)	22
Settlements and curtailments	-
Actuarial gain/(loss)	(813)
Deficit at end of Year	(2,600)

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

Scheme assets

The fair value of the scheme's assets, which are not intended to be realised in the short term and may be subject to significant change before they are realised; and the present value of the scheme's liabilities, which are derived from cash flow projections over long periods and thus inherently uncertain, were:

	2015
	£'000
Opening fair value of scheme assets	5,857
Expected return	360
Actuarial gain/(loss)	290
Contribution by employer including unfunded benefits	140
Contributions by scheme participants	23
Estimated total benefits paid (net of transfer in)	(189)
	<hr/>
Fair value of scheme assets at end of period	6,481
	<hr/>

Sensitivity analysis

Adjustment to discount rate	0.10%	0.00%	-0.10%
Present value of defined benefit obligation £'000	7,583	7,716	7,852
Projected service cost £'000	93	95	97
Adjustment to long term salary increase	0.10%	0.00%	-0.10%
Present value of defined benefit obligation	7,731	7,716	7,701
Projected service cost	95	95	95
Adjustment to pension increases and deferred revaluation	0.10%	0.00%	-0.10%
Present value of defined benefit obligation	7,839	7,716	7,595
Projected service cost	97	95	93
	+1 year	None	-1 year
Adjustment to mortality age rating assumption	7,439	7,716	7,996
Present value of defined benefit obligation £'000	92	95	99

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

24 Pensions (continued)

Amounts for the current and previous periods

	2015	2014	2013	2012	2011
	£'000	£'000	£'000	£'000	£'000
Defined benefit obligation	(9,081)	(7,716)	(8,037)	(7,307)	(5,931)
Scheme assets	6,481	5,857	5,693	5,098	4,921
Deficit at end of the year	(2,600)	(1,859)	(2,344)	(2,209)	(1,010)
Experience adjustments on scheme assets	290	52	490	(216)	(378)
Experience adjustments on scheme liabilities	(1,103)	1,064	(333)	(914)	385
Actuarial gains and losses	(813)	653	157	(1,130)	1,320
Cumulative actuarial gains and losses	(1,341)	(528)	(1,181)	(1,338)	(208)

Metropolitan Support Trust – Public Service Scheme (NHS)

A number of staff employed by Metropolitan Support Trust during the course of the year contributed to the NHS pension scheme. The NHS Pension scheme is an unfunded defined benefit scheme that covers NHS employers, General Practices and other bodies, allowed under the direction of the Secretary of State, in England and Wales. As a consequence it is not possible for Metropolitan Support Trust to identify its share of the underlying scheme assets and liabilities.

Membership of this scheme is restricted to existing staff who are members and new staff who were already members by virtue of their previous National Health Service employment. The NHS scheme is funded centrally by the Treasury on a current cost basis.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

25 Provision for liabilities

	SHPS pension provision	Provision for major repairs on stock transfers	Major repairs leaseholder	Restructuring provision	Overage provision	Total
	£'000	£'000	£'000	£'000	£'000	£'000
Opening Balance at 1 April 2014	27,132	38,137	-	1,095	138	66,502
Additions dealt with in profit and loss	-	-	792	14	-	806
Unwind of discount	743	1,270	-	-	-	2,013
Deficit contribution paid	(2,890)	-	-	-	-	(2,890)
Remeasurement-impact of any change in assumptions	1,125	-	-	-	-	1,125
Amounts utilised	-	(10,785)	-	(726)	-	(11,511)
Balance at 31 March 2015	26,110	28,622	792	383	138	56,045

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding, and restructuring. Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

The major repairs provision relates to the transfer of the Ashmole Estate from the London Borough of Lambeth (Trust) and transfer of the Clapham Park Estate from London Borough of Lambeth to Clapham Park Homes Ltd (Group). These provisions are periodically reviewed and reassessed at the balance sheet date to reflect the fair value of the works to be completed.

The Customer Service Delivery Model (CSDM) and the Partnership Services Delivery Model (PSDM) are restructuring of the front line and back office staff respectively. These restructures are enabling Metropolitan to provide high quality, efficient and cost effective services delivery across the country. The PSDM restructure is now complete and CSDM restructure is on-going with provision of £0.4 million at 31 March 2015.

The overage provision relates to the potential clawback of gap funding on the Lymington Fields scheme. This funding was provided by the Homes and Communities Agency as part of the London Wide Initiative, and the clawback provision within the funding agreement runs for 10 years until December 2019. The provision is held within the accounts of Metropolitan Living Limited.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

26 Share capital

	2015
	Number
Opening Balance at 1 April 2014	38
Shares issued	-
Shares cancelled	(7)
Balance at 31 March 2015	<u>31</u>

27 Capital commitments

	PPE	Investment property	Total
	£'000	£'000	£'000
Capital expenditure that has been contracted for	129,254	875	130,129
Capital expenditure that has been authorised by the Board but has not yet been contracted for	89,060	498	89,558

Included in capital expenditure that has been contracted for - PPE is £2.412m in respect of commitments relating to joint ventures.

The amount contracted for at 31 March 2015 will be funded from cash reserves, private finance loans, Social Housing Grant and the proceeds of sales. The Board expects the expenditure it has authorised to be fully financed in this way. Under regulations approved by the Board, appropriate officers and employees may authorise expenditure to certain levels, and such authorised expenditure is included above.

28 Contingent assets/liabilities

The Group receives grant from the Homes and Communities Agency and from the Greater London Authority, which is used to fund the acquisition and development of housing properties and their components. Grant of £979m received in respect of housing properties held at 31 March 2014 was credited to reserves in respect of adoption of 'deemed' cost. The Group has a future obligation to recycle such grant once the properties are disposed of. At 31 March 2015, the value of grant received in respect of these properties that had not been disposed of was £979m.

As the timing of any future disposal is uncertain, no provision has been recognised in the financial information.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

29 Leasing commitments

The future minimum lease payments are set out below.

The Group's future minimum finance lease payments are as follows:

	2015 £'000
Within one year	21
Between one and two years	23
Between two and five years	79
In more than five years	559
	682

The Groups future minimum operating lease payments are as follows:

	2015 £'000
Leases expiring in:	
Less than one year	658
Two to five years	1,684
More than five years	1,313
	3,655

30 Related Parties

During the year Metropolitan conducted arms length transactions with subsidiaries of St. Modwen plc related to the reimbursement of £301,827 of tenant property expenses at Edmonton Green. Michael Dunn is an Executive Director of St.Modwen plc and is also a Non-Executive Director of Metropolitan.

MHT provides central management services to its subsidiaries. The quantum of the 2015 charges applied for these services to each subsidiary is as follows:

	2015 £'000
Clapham Park Homes Limited	742
Metropolitan Support Trust Limited	1,874
Total	2,616

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

30 Related Parties (continued)

Charges are allocated as follows:

Department	Allocation basis
Facilities	Headcount
Health and safety	Headcount
Finance	Turnover
Information technology	Number of computers
Human resources	Headcount
Procurement	Turnover
Communications	Turnover
Board	Turnover
Executive Team	Turnover

MHT has joint regeneration partnerships with the following partners, and the relevant share of ownership is included in the statements:

Joint Regeneration Partnership	Partners	MHP share %
Roundshaw	The Hyde Group	50%
Canalside	One Housing Group	50%
St Martins	AmicusHorizon Ltd Notting Hill Housing Trust	40.34%

MHT provides central management service to its regeneration partnerships, on the same allocation basis as it provides to subsidiaries. The amount of charges to each partnership is as follows:

	2015
	£'000
Roundshaw	160
Canalside	184
St Martins	228
Total	<u>572</u>

Metropolitan Living Limited (MLL) has a Limited Liability Partnership with house builder Barratt Homes in Barratt Metropolitan LLP (BMM) to develop the West Hendon site in London. The balance of investment in BMM as at 31st March 2015 is disclosed in Note 32. During the year, MHT acquired 71 properties for letting from BMM at a cost of £11.7M.

MLL also has a Limited Liability Partnership with house builder Westleigh Development Ltd in Westleigh Cherrybank LLP (WCB) to develop the Monks Road scheme near Lincoln. The balance of investment in WCB as at 31st March 2015 is disclosed in Note 32.

Rents received from tenant and leaseholder board members during the year are: £29,922. Rent arrears of tenant and leaseholder board members as at 31st March 2015 is less than £1,000. The rent arrear balance is subject to the same bad debt provision and debt recovery process as all other rent arrears.

Aggregate emoluments paid to key management personnel of the Group are disclosed in Note 10.

During the year, £2,921,000 was paid as contributions towards the pension deficits of the SHPS and LGPS Pension Schemes; further details of these schemes are included in note 24.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

31 Financial instruments

	2015 £'000
Financial assets measured at historical cost	
- Trade receivable	13,039
- Other receivables	42,074
- Investments	18,265
- Investment in short term deposits	12,882
- Cash and cash equivalents	<u>121,071</u>
Financial assets that are equity instruments measured at cost less impairment	
- concessionary loans receivable	<u>177,603</u>
	<u>384,934</u>
Financial liabilities measured at fair value through profit and loss:	
- Derivative financial instruments	<u>41,291</u>
Financial liabilities measured at historical cost	
- Loans	979,756
- Trade creditors	2,693
- Other creditors	82,564
- Financial leases	<u>661</u>
	<u>1,106,965</u>

Derivative Financial instruments

Cashflow Hedge

MHT uses interest rate swaps to reduce exposure to interest rate risk on its debt portfolio. These hedges comprise of swaps with a notional value of £159m at 31 March 2015 with interest rates ranging between 2.16% and 5.7% and maturities between 3 and 33 years.

The swaps represent a liability owing to the counterparty if they were to be closed out at their fair value. The fair value of this liability as at 31 March 2015 was £41.3m. This liability is secured with property charged to the counterparty or with cash deposits. As at 31 March 2015 the Group had £9.3m in cash lodged to cover this liability with the remaining balance being covered by credit limits or property pledged.

Any future change in the LIBOR and RPI forward swap curves will result in a change to the fair value of our derivative financial instruments. An adverse movement in the forward swap curves will result in an increase to the current level of liability. An adverse move would also lead to further cash or property being required to be pledged with the derivative counterparties.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

31 Financial instruments (*continued*)

Basis Swaps

In addition to the above, a short term basis swap maturing in the next 12 months with a notional value of £30m is used to adjust the timing of payments due on swaps used to hedge the underlying loans.

The fair values of all of Metropolitan's standalone swaps are shown on the balance sheet at their mid-market Mark to Market ("MTM") value (the "mid-market" value is considered to be a close proxy for the "bid" or "offer" value, as appropriate, which are necessarily more subjective). All curves and market data used in the valuations are sourced from Bloomberg and applied in determining the fair value for each class of derivative instrument as follows:

- Interest rate swaps have been valued using the 3 Month LIBOR or 6 Month LIBOR swap curve, adjusted for LIBOR basis spreads where appropriate. Discounting is on a 6 month LIBOR swap curve basis
- Basis swaps have been valued using the appropriate basis swap spread curve. Discounting is on a 6 month LIBOR swap curve basis
- LPI Swaps have been valued using the RPI swap curve and LPI option prices, and the 3 Month LIBOR swap curve. Discounting is on a 6 month LIBOR swap curve basis

Restricted Cash and cash equivalents

As at 31 March 2015, £54.8m of cash is classified as restricted cash and cash equivalents due to legal restrictions.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

32 Joint ventures and subsidiaries

The ultimate parent undertaking within the Metropolitan Group is Metropolitan Housing Trust Limited. The following managed undertakings are subsidiaries by virtue of either ownership of their share capital or the ability of the Trust to control the composition of their Board.

Name of undertaking	Shares held	Country of Registration	Principal Activity
Clapham Park Homes Limited	Limited by guarantee	England	Registered Provider of Social Housing
Clapham Park Development Limited	Limited by shares	England	Developments for outright sale
Metropolitan Housing Partnership Limited	Limited by shares	England	Dormant
Metropolitan Home Ownership Limited	Limited by shares	England	Dormant
EM Property Services Limited	100%	England	Dormant
Longsdale Limited	Limited by guarantee	England	Property holding
Metropolitan Living Limited	100%	England	Property development
Metropolitan Support Trust Limited (merged with MHP on 5 th January 2015)	Limited by guarantee	England	Registered Provider of Social Housing
Spiritagen Limited	100%	England	Property development

Metropolitan Living Limited participates in two active joint venture arrangements to carry out development projects.

Joint arrangement	Partner	Interest	Voting rights
Barratt Metropolitan LLP ('BMM')	Barratt	25%	50%
Westleigh Cherrybank LLP ('WCB')	Westleigh	50%	50%

	BMM	WCB	Total
	£'000	£'000	£'000
Investment at 1 April 2014	1,218	807	2,025
Additions	3,839	-	3,839
Share of profits	733	5	738
Dividends	(686)	-	(686)
Investment at 31 March 2015	5,104	812	5,916

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

33 Transition to FRS 102

Changes for FRS 102 adoption

a) Deemed cost valuation

Section 35 of FRS 102 allows first-time adopters to elect to measure property plant and equipment (PPE), at its fair value at the date of transition and use that fair value as its deemed cost at that date.

Section 17 of FRS 102 states that any gain in revaluation must be recognised within comprehensive income and the revaluation reserves, any losses must be offset by any gains recognised in the revaluation reserve and then must be recognised within surplus/deficit before taxation.

Adoption of the deemed cost option has resulted in a net increase in fixed assets at 1 April 2014 of £312m with £864m of revaluation gains credited to revaluation reserve and a charge to income and expenditure reserves of £552m. Consequently, depreciation for the year ending 31 March 2015 has increased by £2.6m and amortised grant of £1.1m

b) Investment Property

Section 16 of FRS 102 requires property that was previously held as housing properties but meets the definition of an Investment property prescribed in 16.2 and 16.3 to be separately disclosed and subsequently measured at fair value with any gains and losses recognised through the income and expenditure statement with no depreciation charge.

This has the effect of moving property with a value of £41.9m re-valued down to £38.8m into the investment property category at 1 April 2014 and a fair value increase of £1.06m recognised for the year ending 31 March 2015

c) Government Grants

Social Housing Grant can no longer be offset against housing property within fixed assets and under section 24 of FRS 102, where properties are held at deemed cost, the related social housing grant will be recognised initially under the performance model with subsequent grants measured using the 'accrual model' with the grant amortised over the life of the structure and components of the property.

Grants relating to revenue are recognised in income and expenditure over the same period as the expenditure to which they relate once performance related conditions have been met.

Grants due from government organisations or received in advance are included as current assets or liabilities.

The effect on the 1 April 2014 balance sheet is the movement of £979m social housing grant (relating to assets where the deemed cost option has been applied) to reserves and £241m (relating to assets held at historic cost) to long term creditors. In addition £154m of grant relating to Homebuy, previously shown within Investments has been reclassified to long term creditors. Movements to the long term creditor grants during 2014/5 are shown in note 20.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (*contd*)

33 Transition to FRS 102 (*continued*)

d) Cash and cash equivalents

Section 7 requires cash and cash equivalents in the Group's consolidated balance sheet to consist of cash at bank, in hand, deposits and short term investments with an original maturity of three months or less. The effect of this is the 1 April 2014 opening cash holdings decrease by £8m and in 2014/15 the cash and cash equivalents decrease by £19m.

e) Financial Instruments

Section 11 requires basic financial instrument to be measured at amortised cost. For the 1 April 2014 balance sheet, the amortised measurement reduced long term debtors by £1,583k with an equalling reduction in provisions by £1,583k.

For the 31 March 2015 balance sheet, long term debtors increased by £1,270k with an increase in provision by £1,270k.

For the year ending 31 March 2015, interest receivable increased by £1,270k and interest payable also increased by £1,270k.

Section 12 requires derivative instruments to be measured at fair value with any gains or losses going through surplus and deficit.

Section 12 also allows for any change in fair value of hedged financial instruments to be recognised within other comprehensive income.

For the 1 April 2014 opening balance sheet, the fair value adjustment increased long term creditors by £21.6m, subsequently reducing reserves by £21.6m.

For the 31 March 2015 balance sheet, the fair value adjustment increased long term creditors by £19.7m. £1.1m was recognised as income within surplus and deficit as this is related to the ineffectiveness of the hedged instrument and a credit risk adjustment, a further £20.8m is recognised within other comprehensive income relating to the change in fair value of hedged derivative instruments.

f) SHPS pension scheme

Under section 28 the Group is now required to recognise the net present value of any contractual agreements to make additional payments for a past deficit. This has resulted in a liability of £27.1m recognised within provisions at 1 April 2014. The adjustment made to in the year ending 31 March 2015 and closing balance sheet position is shown in note 25.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

33 Transition to FRS 102

Summary of changes due to adoption of FRS 102

	2015 £'000	2014 £'000
Restated consolidated statement of financial position		
Original reserves	289,786	228,559
SHPS pension	(26,110)	(27,132)
Financial instruments at fair value	(41,291)	(21,644)
Investment properties at fair value	(2,046)	(3,112)
Deemed cost	1,294,321	1,297,275
Restated Reserves	1,514,660	1,473,946

Restated total comprehensive income for the year ended 31 March 2015	2014/15 £'000
Total recognised surpluses and deficits per UK GAAP	61,227
Movement in financial instruments at fair value	1,131
Movement in investment properties at fair value	1,066
Movement in SHPS pension provision	1,022
Additional depreciation/amortised grant on revalued fixed assets	(1,573)
Deemed cost adjustment	(1,381)
Total adjustment to surplus for the year	265
Movement in fair value of hedged financial instruments	(20,778)
Restated total comprehensive income for the financial year	40,714

34 Non-adjusting event after the balance sheet date

On 8 July 2015 the UK chancellor announced a number of proposals that will impact Metropolitan and the affordable housing sector, including a 1% decrease in rents each year, for four years, commencing in 2016/17. This event occurred after the balance sheet date and does not provide additional information about, nor represent a change in, conditions that existed at that date. Therefore, in accordance with FRS 102 Section 32 'Events after the end of reporting period', the Government's budget statement is a non-adjusting post balance sheet event.

The financial information does not reflect the possible financial consequences of the matters described below.

As per accounting policies in note 1, Metropolitan carries its social housing properties at cost (including 'deemed cost' where appropriate) net of depreciation and impairment. Where we determine that government intentions represent an indicator of impairment according to the underlying accounting framework (whether of specific classes of housing property or across the portfolio) we will be required to perform a review for impairment on assets or appropriate cash generating units affected in the financial year to 31 March 2016. However, until further details of the intentions are made available Metropolitan has been unable to determine specific details of the financial impact.

Metropolitan Housing Trust Limited Consolidated Financial Information

Notes forming part of the Financial Information for the year ended 31 March 2015 (contd)

35 Capital and reserves

Revaluation gains on investments of £1.554m comprise the following:

- a) £1.043m increase in market value of investments made in accordance with the terms of a charitable bequest. The purpose to which the bequest can be applied is restricted, and accordingly the gain has been credited to the Restricted Reserve.
- b) Unrealised gains on bonds held within the Group of £0.511m, credited to the Revaluation Reserve.

The Revaluation Reserve also contains the unrealised gains in respect of fixed assets for which the deemed cost option was taken.

36 Government Grants

Government grants included in the Statement of Total Comprehensive Income:		2015
		£'000
Turnover:	Amortised deferred government grant	1,071
	Revenue grants	16
		<u>1,087</u>

Government grants included in the Statement of Financial Position:		2015
		£'000
Other fixed assets		(7)
Creditors Due within one year:	Recycled Capital Grant Fund	(6,419)
Creditors Due after one year:	Recycled Capital Grant Fund	(87,628)
	Deferred government grant	(395,990)
Reserves:	Income and Expenditure Reserve	(980,109)
		<u>(1,470,153)</u>

Metropolitan Housing Trust Limited

Consolidated Report and Financial Statements

Year Ended 31 March 2015

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Metropolitan Housing Trust Limited
Report and Financial Statements for the year ended 31 March 2015

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Metropolitan Housing Trust Limited Consolidated Financial Statements

Members, executives and advisors

Chair – Paula Kahn

Non-executive Board members

Stuart Beevor
Clive Deadman
Janet Dean
Michael Dunn
Mike Green
Jerry Piper
Waheed Saleem
Christine Turner

Executive Board members

Chief Executive
Brian Johnson

Executive Director, Finance
Sarah Mussenden

Executive Directors

Executive Director, Housing Services
Jenny Danson

Executive Director, People and Resourcing
Liz Hughes (resigned 25 August 2014)

Interim Executive Director, People
David Bradley (from 26 August 2014 to 23 November 2014)

Executive Director People
Sheila Coyle (appointed 24 November 2014)

Executive Director, Care and Support
Ann Gibbons

Executive Director, Development and Regeneration
Richard Vining (interim until permanent appointment 1 December 2014)

Secretary – Mary Keane

Registered office

The Grange, 100 High Street, Southgate, London N14 6PW

Auditors

BDO LLP, 2 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0PA

Corporate solicitors

Trowers and Hamlin

Bankers

Lloyds Banking Group

Metropolitan Housing Trust Limited Consolidated Financial Statements

Chair's Introduction

This year marked the end of our financial turnaround – a significant milestone for Metropolitan and a great achievement.

Financially, the organisation today is almost unrecognisable from three years ago. After fundamental changes to the way the business is run, and building on last year's strong underlying business performance, we have further improved our position with a 50% year on year increase in net surplus to £60.5m. The underlying business now consistently and sustainably delivers upper quartile financial performance with the margin from its core letting business at 41% (2014 35%) and operating margin up a further seven points to 39%.

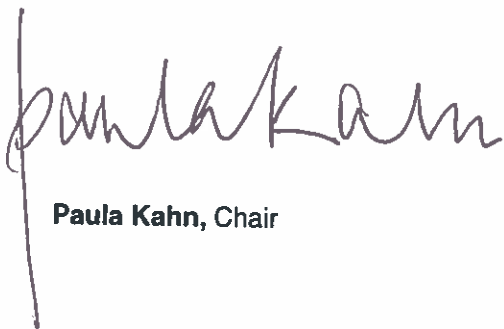
We have also continued transforming our governance and I'm pleased to report that in December 2014 the Homes and Communities Agency upgraded our governance rating from G2 to G1, the highest.

Our aim to become one of the top performing organisations in the sector continues to drive everything we do. This year we've continued to improve and surpass our targets in reducing arrears and getting customers into employment and training. Our Care and Support business (previously the Metropolitan Support Trust) ceased to exist as a separate legal entity in January 2015 and became part of Metropolitan. The team had a successful year, reporting a surplus of over £1 million (2014 £0.8m), winning some key contracts and expanding our services in East Anglia.

We have delivered excellent performance despite a challenging external backdrop of welfare reforms and unpredictability in the housing market. The general election campaign highlighted the importance of housing within the political agenda. All of the parties put forward policies aimed at tackling what is now universally acknowledged as a chronic housing shortage (particularly in the south of England) and enabling more people to own their own home. A lack of available affordable housing remains a concern for many and home ownership has continued to decline, reaching a 25 year low in 2014. At the time of writing the Chancellor had just delivered his first Budget of the new Parliament. It included a number of measures which will impact on the housing and care sectors – most notably a 1% reduction in social rents for the next four years and significant changes to welfare benefits. The reduction in rents will help our customers; however many will also see reductions in benefits.

Delivering new homes remains one of the three fundamental goals of our business. Whilst we must now review our development plans to take account of recent changes in policy – as any responsible company would - the financial strength that we have worked so hard to create over the last three years means that we can adapt and continue to make a significant impact.

Our overarching plan and vision remains to help our customers achieve the greatest possible levels of personal independence. In 2014/15 we commissioned a piece of research into the role that housing associations can play in this. The research gathers best practice and views from stakeholders across the housing and care and support sectors, as well as from customers. The findings of this research will play an important role in shaping our future plans and the route towards delivering the best possible value service to our customers and to society.



Paula Kahn, Chair

Metropolitan Housing Trust Limited Consolidated Financial Statements

Chief Executive's Review Of 2014/15

Chief Executive's introduction

This year has been the final year of our turnaround. We've made solid progress and achieved a great deal, but we can't become complacent. Throughout 2014/15 we established a clear direction and purpose. We made further notable people changes and now have in place a strong and highly capable senior management team who bring pace and a richness of experience to the business.

Our financial position is solid, with our operating margin in the top quartile at 39% (2014 32%). As we become more efficient and continue to fine-tune our internal processes, our commercial strength grows, ultimately allowing us to reinvest in building more affordable homes, regenerating communities and delivering better services for our customers. In 2014/15 we invested some £9.4m in capital repair works and improvements to our existing homes. In addition we invested a further £112.7m in buying land and building new homes. In a world where public funding is limited none of this would be possible without our sustained commercial strength, consequently in 2014/15, we are proud to report a further 50% increase in surplus to £60.5m.

Investments have included 456 new homes and the negotiation of several new land deals, and work in London on our Ashmole and West Hendon developments which continue to progress according to schedule. It's been a pivotal time for our major development at Clapham Park, where we have re-energised the programme. We have refurbished over 50 homes and the demolition of a large swathe of the estate will start imminently. We also made several key appointments to our Development team, which gives us the capability and capacity to build housing befitting an organisation our size.

Our Care and Support service has become more integrated with the business and as of January 2015 ceased to operate as a separate body. Bringing the housing and care elements of Metropolitan closer together will allow us to deliver better, seamless, joined up services to our customers, no matter what their age or circumstances.

One of the main areas in which our performance has not been up to standard is repairs. We know that this is one of the most important elements of our service to our customers and so in 2015/16 we will work towards delivering repairs and maintenance services ourselves, through an in-house contractor. This will operate in the East Midlands to start with, and will later be rolled out to London areas. We won't set up an in-house repairs service in East Anglia, largely because of the spread of our properties, but we are retendering the contract.

A consequence of challenges with our repairs contractors can be seen in our voids performance this year. The level of rent loss through void properties increased in the first three quarters of the year and totalled £5.3m (2014 3.6m). As new contracts have been put in place and an increased focus in the last quarter of the year saw the levels peak and they have been coming down ever since, with an intention to bring this back to levels similar to 2014 in the coming year.

In support of delivering our services we have also made extensive improvements to our IT infrastructure, and continued to progress our new Housing and Care and Support IT solution which will allow more collaborative working and knowledge sharing across the organisation, as well as a better platform from which to interface with our customers.

Looking forward, our key goal is to enable our residents to achieve their maximum level of personal independence. This is both a wider social priority and a means of securing our rental streams. We'll continue to integrate our Care and Support and Housing services closely, and our neighbourhood investment activities will support this agenda. We'll measure our progress through monitoring how many 'independence steps' our customers take and will use the findings of the research we commissioned in 2014 – our Independence Inquiry – to support this.

We could not achieve our goals without our people. We've built and strengthened our team with changes during 2014/15. We focused on developing a strong leadership team with a number of new appointments, including a new Executive Director of People and the permanent appointment of our Executive Director of Development. We also made adjustments to senior leadership structures within our Housing and Care and Support teams. This has established and embedded a richness of technical and leadership experience from both public and private sectors.

72% of colleagues took part in our first employee engagement survey since we began the turnaround. Areas in which we scored highly are people feeling that they are treated with respect and that individual differences are respected, people generally feel that they can see how their own work contributes to the overall success of Metropolitan and they understand what they are expected to achieve in their job.

The survey highlighted the confidence colleagues have in their direct line managers, pride in our culture of respect and inclusion, and understanding of how individual roles contribute to the overall success of the organisation. We were delighted that despite the huge amount of change undergone by the organisation in the past two years, that our colleagues have remained engaged and proud to work for this organisation. I would like to take this opportunity to thank all our colleagues for their contribution throughout the year. An organisation is only a reflection of the commitment and strength of its people and the evidence from our survey shows we have an excellent platform from which to move forward.

As we look ahead, our success will now be measured through three simple goals – financial strength, delivering new homes and independence steps. We have set ourselves a bold vision, but we have firm foundations to build on and a promising future to look forward to.

A handwritten signature in blue ink, appearing to read 'Brian Johnson'.

Brian Johnson, Chief Executive

Metropolitan Housing Trust Limited Consolidated Financial Statements

Performance Highlights

Financial strength
Homes and Communities Agency governance rating upgraded to G1
Our surplus - £61m
Operating margin 39% and Lettings Margin 41%
Significant adjusted cash generation from operations - £45m
General needs rent arrears down to £8.17m. (Bad debt at a historic low.)
£1m rent arrears collected from former tenants
Interest cover 2.4 times
Gearing below 60% for the first time in five years
Independence
4754 independence outcomes
372 jobs enabled
487 aids and adaptations cases dealt with
2,969 online customer self serve registrations
3 sector based work academies completed
100 referrals per month for the financial inclusion team
Delivering new homes
456 new homes delivered
90 new home sales

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015

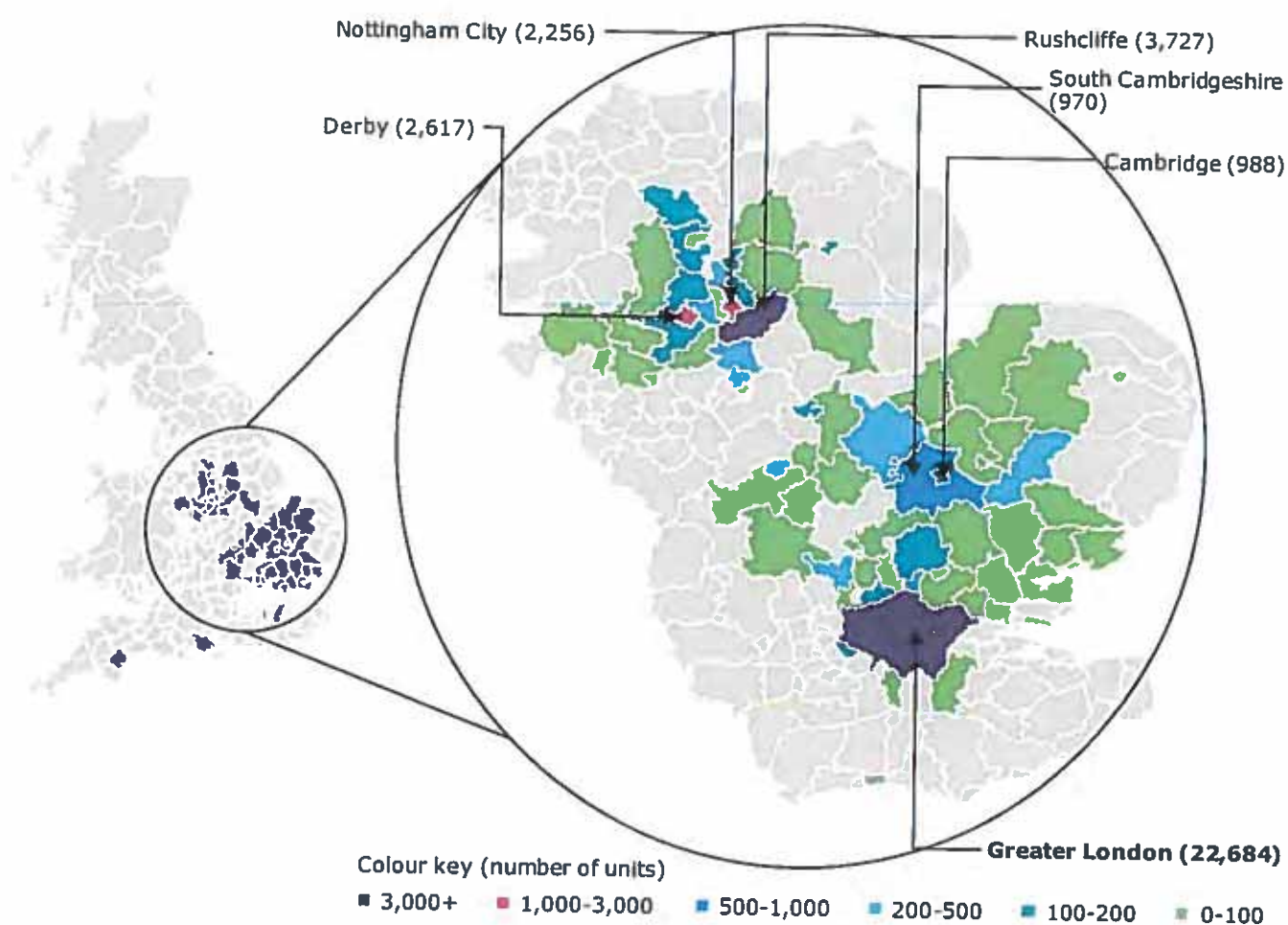
Business overview

Metropolitan is one of the UK's leading providers of affordable housing and care and support services. We manage a large portfolio of over 38,000 homes and serve around 90,000 customers across London, the East of England and the East Midlands.

We employ 1,300 people and have recently drawn together a new senior leadership team with a strong commercial focus and clear ambitions for the future of the organisation.

We've spent the last two years focused on turning around the business. 2014/15 marked the end of this programme resulting in a strong financial position.

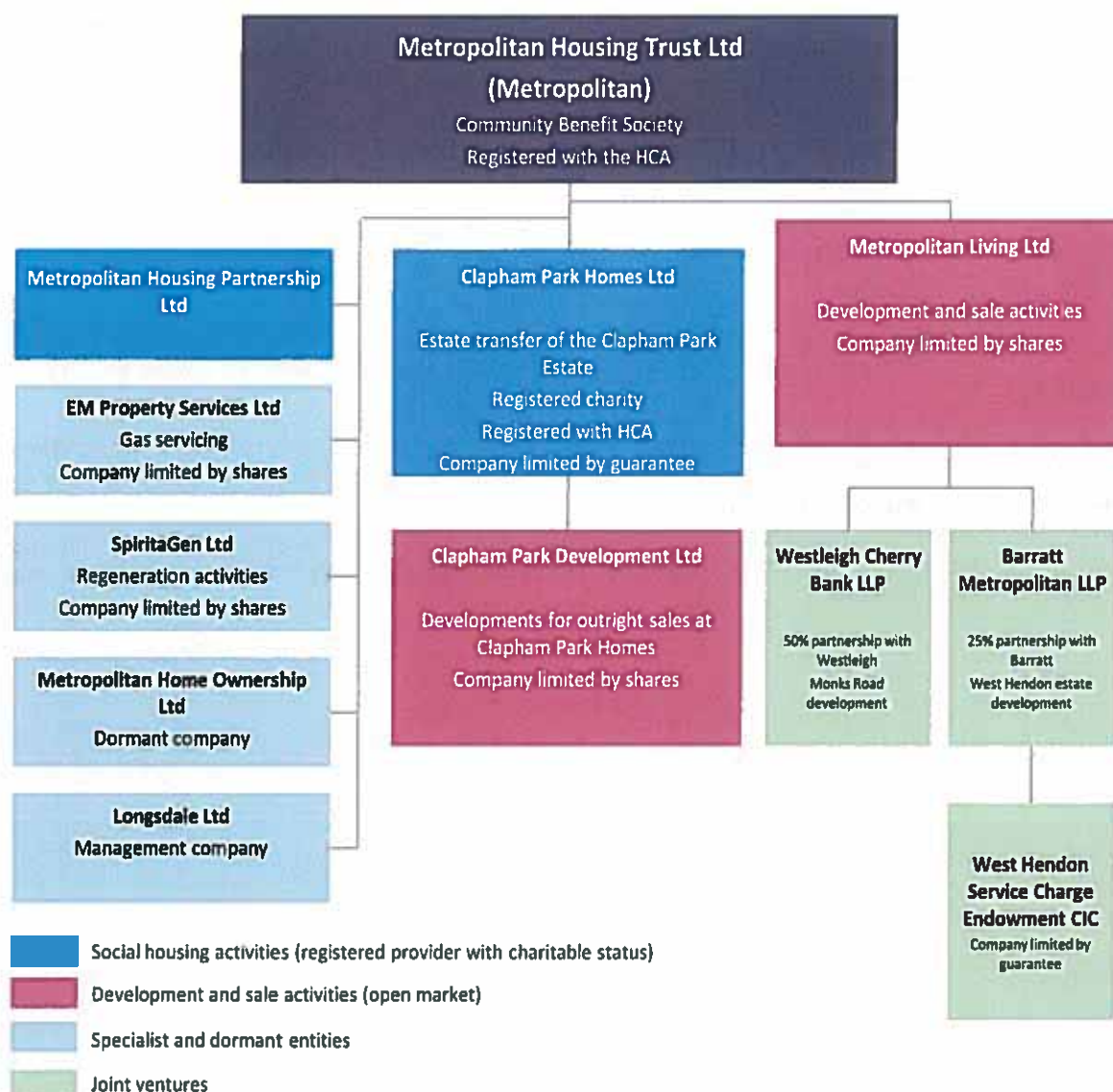
Where we operate



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015

Legal structure



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015

The five things we care about

We have five principles that guide everything we do, the way we do things and the decisions we make.

Ambitious for our customers, our people, our company

We demand better. We create environments where people can think independently and act accordingly, taking ownership and making things happen.

We do what we say, we say it how it is

Simple and straightforward are our watchwords. When we say we're going to do something we do it. We roll our sleeves up and get on with it. We speak the truth as we see it, saying it how it is. People will trust us. Trust breeds trust.

Re-thinking to make a difference

We're restless, we don't stand still. We're passionate about delivering positive change through new and better ways of thinking. We challenge ourselves to think differently and we challenge the status quo. We always want to do better.

We won't walk by

We don't tolerate mediocrity. OK is not good enough. When something's not right we speak up, we don't walk by. The pursuit of excellence inspires and drives us. But where we see good, we notice, appreciate and celebrate it.

Social value through commercial strength

We're unashamedly commercially minded. It's not just alright to be commercial, it's essential. Being commercial helps us build more houses and invest more in helping people live independent lives. With commercial pride comes the courage to make the right decisions.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Our strategy and business goals

The following pages summarise the progress we made in 2014/15, the final year of the turnaround programme, the extent to which we have achieved or exceeded our goals and our plans for the future.

Our mission:

"To be the leading provider of packages offering homes that are affordable along with access to services that enable customers to maximise their Independence"

Key measures:

Financial strength: operating margin

Development: number of new affordable homes delivered

Independence: number Independence steps taken by customers

Key objectives (three-year horizon):

1. Deliver a large number of homes at a level that is consistent with maintaining delivery through downturns in the housing market - in excess of 1,000 per year
2. Remain top quartile in terms of operating cost per property, enabling future funding and supporting the development programme
3. Deliver a large numbers of Independence outcomes - in excess of 10,000 per year
4. Develop the ability to acquire other companies that would enhance our level of services without compromising our financial policy
5. Increase contribution from the Care and Support business
6. Deliver consistently and continuously high standards of operations and services
7. Build a strong external reputation as a thoughtful, analytical and innovative housing association and become one of the top influencers of the housing and care sector

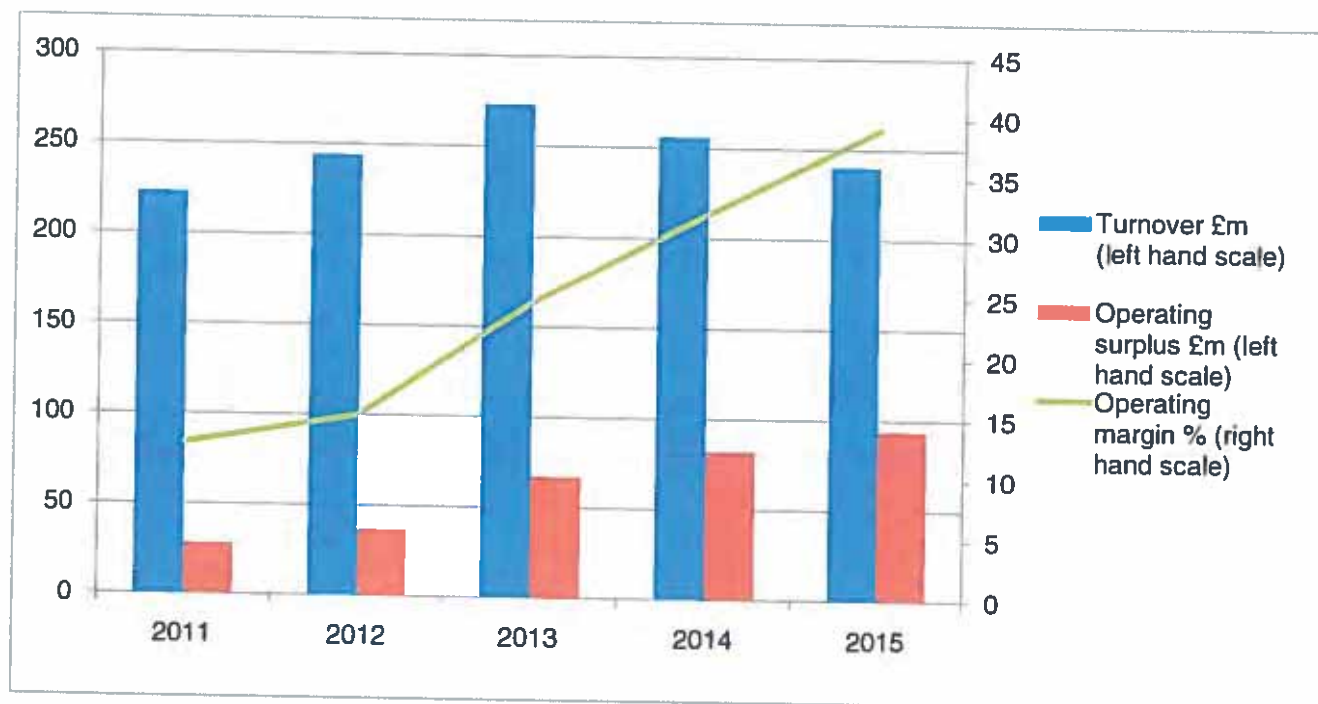
Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Reviewing the year and looking ahead

Financial Strength

Strong and healthy finances are the foundations on which our future can be built. 2014/15 has been another year of excellent financial performance for Metropolitan, and the changes made in previous years are now firmly consolidated into the way we work. The net surplus for 2014/15 of £60.5m (2013/14 £40.2m) is an improvement over the budget by £11m and continues the strong financial performance of the past three years.



Group turnover reduced overall by £15.9m in 2014/15. This was heavily influenced by both outright sales and first tranche sales, which reflects the scaling back of both of these activities during the turnaround. The core lettings business turnover increased by £8m, largely due to the government rent formula.

Operating surplus has increased by £11.8m in 2014/15. Operating costs have reduced overall by £10.5m. Key areas of savings have been in Management costs from £49.4m down to £44.9m as the changes made to staff structures and office accommodation in the previous year have had their full year effect. Routine Maintenance costs are down from £16.7m to £14.0m as the effect of new contracts put in place during 2013/14 have been realised.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Financial performance Group highlights – five year summary

	2015 £m	2014 £m	2013 £m	2012 £m	2011 £m
Group income and expenditure account					
Turnover	240.3	256.2	273.0	244.0	222.7
Operating surplus	93.9	82.1	67.0	36.7	28.0
Net interest payable and associated costs	47.4	51.7	56.6	49.1	41.4
Net surplus	60.5	40.2	20.4	16.4	1.6
Net surplus/(deficit) excluding all sales and bond buyback costs	42.6	23.7	0.7	(18.0)	(7.6)
Group balance sheet					
Housing fixed assets (net of depreciation)	2,442.7	2,352.0	2,337.3	2,307.7	2,207.2
SHG and other capital grants	1,233.1	1,220.3	1,225.4	1,209.0	1,187.7
Net current assets	73.0	105.0	106.7	84.8	109.8
Long term creditors	1,075.0	1,043.6	1,071.3	1,133.5	1,041.9
Reserves	289.8	228.6	187.7	165.6	150.4
Statistics					
Operating Margin %	39.1	32.0	24.5	15.0	12.6
Net surplus % of turnover	25.2	15.7	7.5	6.7	0.7
Gearing %*	59.2	62.0	66.0	70.0	70.0
Loan debt to turnover ratio	4.1	4.0	3.9	4.5	4.5
Loan debt per owned rented/home ownership property £k	27.7	30.8	32.4	34.0	31.8
Accommodation owned and managed					
Owned stock - rented	27,778	28,033	28,081	27,907	27,519
Owned stock - leasehold	7,849	7,470	7,255	6,942	7,023
Managed stock	2,788	2,818	2,558	3,200	3,357
Total	38,415	38,321	37,894	38,049	37,899

*Gearing represents net debt as a percentage of reserves plus capital grants and is shown for MHT as the main vehicle for financing.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Margin analysis

The table below shows the margin by business segment.

	2013/14			2014/15		
	Actual £m		%	Actual £m		%
	T/O	Surplus	Margin	T/O	Surplus	Margin
Lettings	177	62	35%	185	76	41%
Care and Support	24	1	3%	22	1	5%
First Tranche Sales	10	3	30%	6	3	40%
Outright Sales	28	6	20%	10	2	18%
Other Total	17	11	62%	17	12	70%
TOTAL	256	82	32%	240	94	39%

The core business continues to perform well. The increase in letting income is largely due to the rent escalation formula, with costs further reduced in 2014/15, due to increased cost control, efficiency initiatives and improved budgetary management.

The changes made within the Care and Support business have now been embedded resulting in an improved margin in this area. Only contracts which generate a contribution of >15% remain within the portfolio, if contribution drops below this level an exit strategy or a restructure of the contract is sought.

First tranche sales margin has also improved, although this is more easily influenced by market conditions and the type and location of developments. Market conditions for low cost home ownership products have been favourable this year, the programme being largely London based, however the forecast for 2015/16 is somewhat more conservative, a reflection of rising building costs.

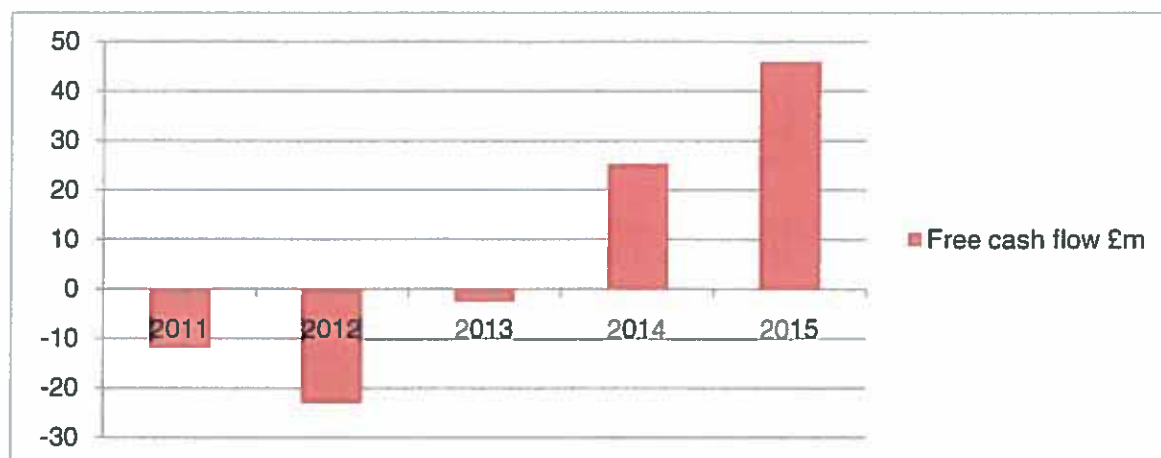
2014/15 saw fewer outright sales than the previous year, as seen in both the income and surplus made. Margins remained at a similar level in a stable market. This represents the lag in the development. The business scaled back its outright sales activity whilst stabilising its financial performance. Plans and investments in 2014/15 will increase this activity going forward, but we are clear strategically that to manage risk going forward this is expected to form less than one third of our overall development programme.

Other activities include market rent and activities such as key working living, mortgage rescue and community investment. These areas are similar to the previous year's programme.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Cash Generation

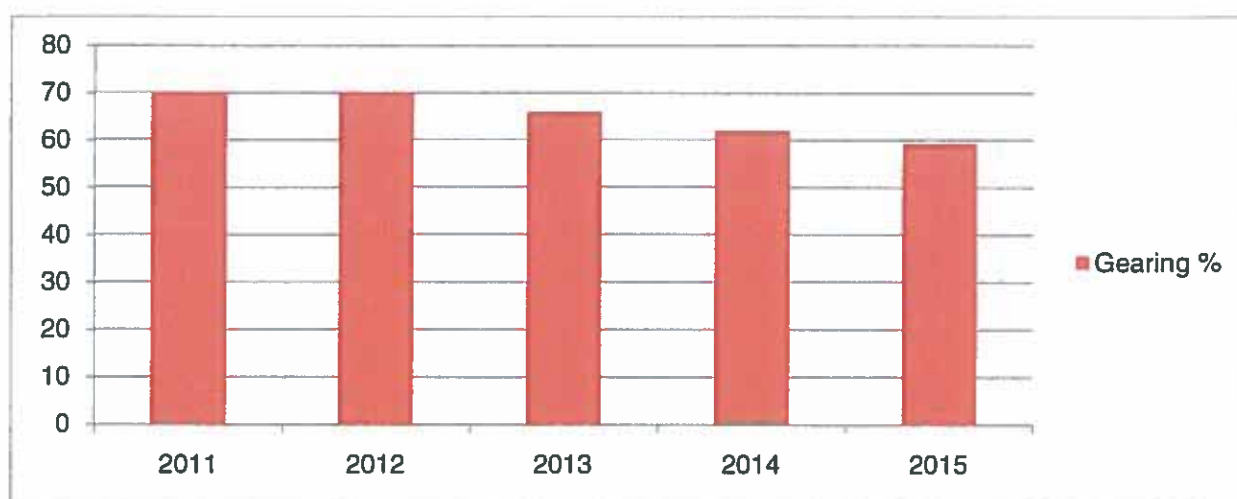


Free cash is a key measure of the core operational performance of the business. It represents the ability of core operations to generate positive cash flows. The measure excludes all development and sales activity, depreciation and impairment.

Last year saw the first positive free cash flow for some years. This trend has continued with the free cash generated this year at £45m. Core operations are now well placed to fund the future investments of the business, in both existing stock and the development of new homes and there is significant capacity within the business to easily support further debt as the development programme increases.

Balance Sheet

The strength of the balance sheet has continued to grow throughout 2014/15. Net additions to tangible fixed asset were £78m for 2014/15, an increase from 2013/14 level by £58m. This reflects the more active development programme. This has been funded wholly through cash reserves, working capital and sales and disposals proceeds. The drawn loan debt reduced £26.0m having reduced by £47.9m the previous year. The gearing ratio, a key measure for our funders, has improved again this year and is under 60% for the first time in five years, reflecting Metropolitan's overall financial strength.



Cash and liquid short term investments were £84.3m (2013/14 148.2m) at the end of the year. Given the increased levels of development and investments made in our stock our liquidity position continues to remain strong. All financial covenants related to debt were met with comfort.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Future Financial Performance

The improvements we have seen in the last two years have brought Metropolitan to a position that compares favourably to our peers and enables us to deliver on our corporate strategy. The delivery of healthy surpluses and consistent levels of free cash flow are evidence that the work undertaken across the business to improve financial control and to increase the general levels of financial understanding and management within the wider business are now embedded. We will continue to reinforce these traits and to ensure that future financial strength is maintained.

Following on from a very robust budget process with extremely high levels of engagement in all areas of the business, the budget for 2015/16 consolidates our approach and will deliver similar levels of surplus and free cash as this year. The operating margin for the entire business will remain broadly flat and each segment at levels similar to this year. The Budget has been approved by the Board and our financial monitoring and management processes will enable us to deliver this. We do recognise that there are still opportunities for us to improve. More sophisticated processes have been put in place in the last year and these will be further enhanced to ensure that financial awareness across the business continues to be at the heart of our decision making. Some of our forward cost improvement initiatives are described in more detail in our value for money statement.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Operational Highlights

Lettings Performance

We reduced general needs rent arrears (from £8.81m to £8.17m) with over £1m recovered from former tenants. Arrears of customers affected by welfare reforms including the under-occupancy charge have reduced by over £100,000 since April 2014. Our Financial Inclusion team helped to reduce arrears by over £368,000. The reduction was achieved through improved procedures and better customer insight, which meant we were able to target our support to customers who were struggling to make payments.

We've continued to take definitive action to tackle anti-social behaviour – a matter of high importance to our customers. Our legal and anti-social behaviour teams have this year made 33 referrals for legal action; served eight Notices of Seeking Possession (NOSPs), and obtained 16 injunctions – two committals; 13 possession orders and eight evictions. This year also saw the launch of a new noise nuisance smartphone app to enable residents to report and record noise nuisance in a quicker and more convenient way.

A major digital initiative that we have taken to improve performance and drive customer independence was the launch of the customer self serve portal in summer 2014. Almost 3,000 customers are now registered to access and service their accounts online and can now pay bills, check balances and report repairs at a time to suit them 24 hours a day.

The health and safety of customers living in our new and existing homes is paramount. We narrowly missed our gas safety compliance target of 100% this year (achieving 99.97% compliance due to six instances of ongoing access issues) but at the time of writing are now at 100%. We continued to make significant progress in electrical testing and asbestos, energy and home condition surveys. We installed new gas mains to 23 off-grid properties (with the potential of another 1000+), and supplied cavity wall insulation to 83 properties. We were 100% compliant with our fire risk assessment process and replaced 1,100 old boilers delivering both enhanced comfort, safety and energy efficiency to our residents.

Care & Support

Our Care and Support business has increased its surplus to £1.1m (2013/14 £0.8m), improving relationships with commissioners of services despite a challenging year for new business. This was achieved by implementing more effective spending controls and either re-modelling or coming out of less efficient services.

We successfully secured two strategic Care and Support bids - the Essex Mental Health Pathway service, a significant contract commissioned by Essex Mental Health Trust, and a BME (Black, Minority and Ethnic) mental health contract in Nottingham. These are very important to us strategically as we look to build our presence in the mental health market.

We engaged with the Care and Quality Commission in the pilot programme and are actively learning from their new approach to care home inspections. Our quality approach has been developed from the new Essential Standards launched for registered adult social care, and the quality self-assessment based on this has been rolled out to all services. This will develop from 1 April 2015, and provide additional toolkits linked to the principals in the Care Act of putting people at the centre of their care and support to maximise their independence.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

People

We reduced our average colleague headcount by 191 full-time equivalent posts (equating to 13%). This is a lower reduction than in previous years, indicating that changes made throughout the turnaround period are embedded and we have now created a more stable, fit-for-purpose structure.

Retaining talent and developing our managers is highly important to us, and this year we welcomed a new cohort of 28 employees onto our management development programme, endorsed by the Institute of Leadership and Management. We also organised our largest ever bi-annual Leadership Conference for around 200 managers in October 2014.

Infrastructure

We've improved internal communication across the organisation this year through the launch of our new staff intranet, 'metnet'. This serves as a central platform for internal communication, providing a forum for colleagues to comment on company news and share ideas and work more collaboratively.

Our business infrastructure has strengthened throughout the year. We procured a third party systems support partner for our IT systems. Refreshed, business-focused service level agreements are now in place to provide greater value for money and improved operational efficiency.

We made extensive progress towards implementing our new IT system. This key business project will see our core housing management systems replaced with a single modern, more efficient solution. It will also give us a platform to introduce new ways of working including mobile working for front line colleagues. Delivery of the first stage of the project is planned towards the end of the year.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Delivering new homes

Building affordable new homes is one of the most important ways in which we deliver social value. In 2014/15 we completed our Greater London Authority (GLA) and Homes and Communities Agency (HCA) affordable homes programmes, delivering a total of 563 new homes during the four years. We continue to build up a strong development pipeline, with the aim of building 3,300 new affordable homes by 2019.

In order to place us in the best possible position to deliver such a demanding and diverse development programme, we restructured our Development team during 2014-15 and appointed a new permanent Executive Director. This area of the business is now underpinned by a new senior management team with strong commercial experience and skill sets.

Other highlights of the year include:

Completion the first phase of our £29m refurbishment programme at the Ashmole regeneration scheme which started in September 2011.	The project will complete in November 2016 and will deliver 688 fully refurbished homes.
Progression of West Hendon Joint Venture regeneration programme with Barratt Homes.	71 further homes completed. The process for putting in place a Compulsory Purchase Order for the remaining part of the site continues, with the Public Inquiry held in January 2015.
Clapham Park programme of estate renewal has moved on at pace.	245 homes in contract to be refurbished. Customers have been offered a range of improvements including new kitchens, bathrooms and windows. We completed the refurbishment of over 50 homes during the year.
Strong performance from our home ownership team across all areas.	The sales team delivered 90 new home sales, with 58 completions outside of London, (25 shared ownership and 33 private sale) and 32 shared ownership sales in London. Sales of newly built homes have included the last of our private sale completions at Upton Square in Northampton and the sale of family-sized shared ownership homes at Roseberry Street in South Bermondsey.
The Homematch service, which helps match Londoners to shared ownership and intermediate rent homes, has attracted over 10,000 new registered customers and hosted two property shows; generating high footfall and high levels of customer satisfaction.	Homematch has been highly commended at the First Time Buyer Magazine Readers' Awards 2015 for Best Marketing Campaign.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

The Land team has been highly active in seeking out opportunities to assemble our development programme. Our approach has been to buy prospective developments based on their planning-approved tenure mix and then to enhance this to balance our commercial and our social priorities with local demand so that we develop as many affordable homes as possible whilst achieving a robust financial performance.

Two developments which illustrate this approach are Barrington Lodge and Avenue Park Road, Tulse Hill in Lambeth which comprise 146 units. At both developments, the original proposals included private sale homes which were substituted for shared ownership homes. By doing this, we can develop more homes and perform commercially whilst improving the physical environment, encouraging mixed-income communities and creating job opportunities in support of our independence agenda.

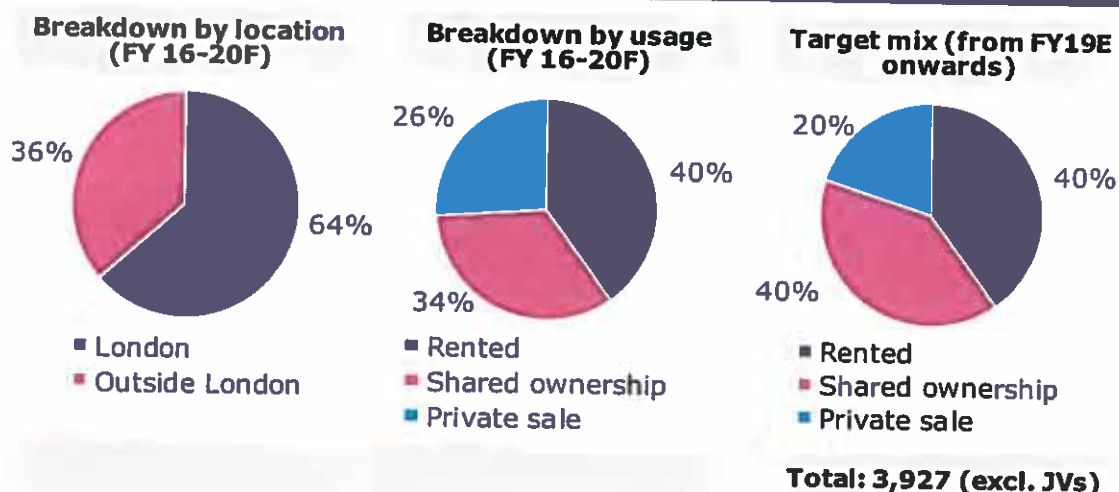
Looking forward

We have a stated ambitious development strategy to deliver c3,300 new homes by 2019, although following the budget statement in July this is under review. There will be a mix of tenures aimed at addressing a range of different housing needs with a distinct focus on affordable homes, particularly general needs and shared ownership properties. The current pipeline has a focus in 11 local authority areas in London, with some diversification in the Midlands. It is underpinned by two long-term large development schemes in West Hendon and Clapham Park.

Development programme – Strategic areas



Development programme – Pipeline overview



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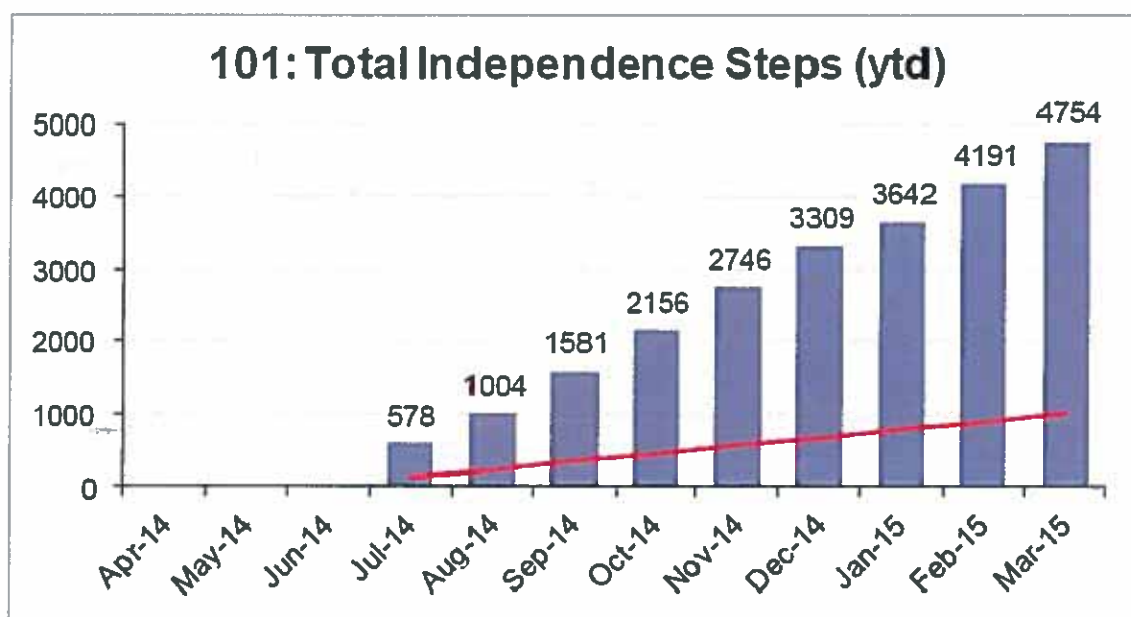
Operating and Financial Review for the year ended 31 March 2015 (continued)

Independence

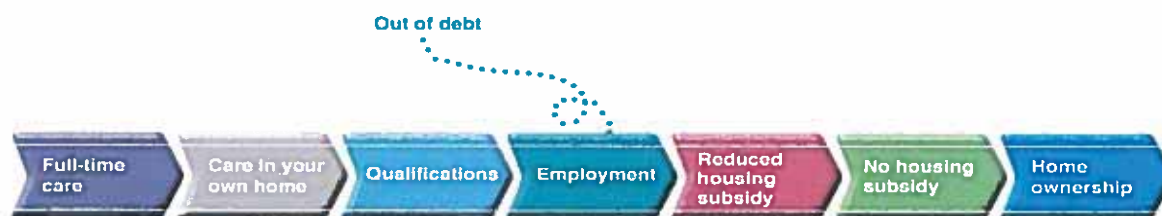
Independence is all about how we can genuinely support our customers in achieving their own goals – to the benefit of not only the individual but society as a whole.

This year we have made a number of changes to set ourselves up to deliver our independence strategy. We have simplified the organisation structure by removing the separate business of Care and Support formerly known as Metropolitan Support Trust. At the same time we have looked at the delivery of services across the business to look for synergies that will help to achieve our goals. The result of this has been to place our supported housing units within the Housing with Care and Support Directorate. This will help us to focus our skills and resources in a new and more creative way that will offer both value for money and the opportunity to create more independence for those residents using these services.

During 2014-15, we made the following progress towards customer and colleague independence:



We set ourselves a target of 1,000 independence steps to be delivered in 2014/15. We actually delivered 4,754.



Above is an example of how an independence journey may look for a resident. It shows a number of steps that could be taken by a resident in full time care through to them owning their own home.

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Operating and Financial Review for the year ended 31 March 2015 (continued)

In February 2015 our Board approved our medium term care and support strategy. This gave the green light for changes to maximise independence. From April 2015 our Care and Support team took on the daily management of over 6,000 properties where we deliver support services. This created a new directorate – Housing with Care and Support. This will enable us to better prioritise and differentiate how we manage housing delivery to our customers with care and support needs.

Our work in Neighbourhood Investment and regenerating our communities has continued to flourish. Through partnerships with other organisations we helped a total of 370 people into employment and achieved 4,754 independence steps, far surpassing our target for the year. We received recognition from the Home Office for our work through our Migrant Women's Project. Our busy Youth Space programme achieved all of its targets for the year.

We launched and ran three Sector Based Work academies in Nottingham, targeting people on benefits and out of work for a period of time. This resulted in 19 Metropolitan customers gaining permanent employment in our Nottingham Customer Services Centre.

Looking forward, in 2015/16 we are considering ways in which we can bring greater flexibility to the tenure products that we offer. Our aim is to provide greater opportunities for customers who wish to part-own or fully own their own homes to do so whilst maintaining the overall supply of social housing.

We are also considering how we can provide effective incentives to our customers to help us to improve rent collection; reduce anti-social behaviour; and generally improve levels of customer engagement.

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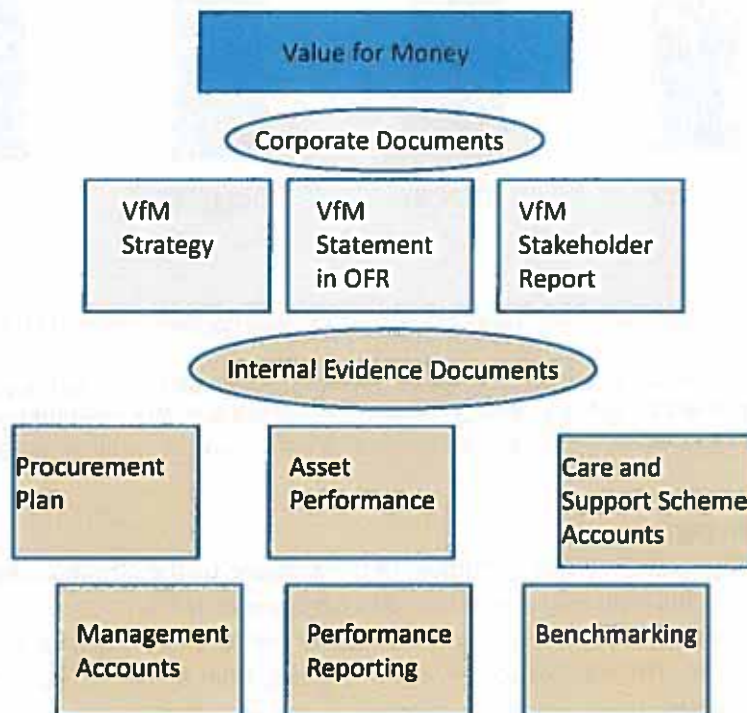
Operating and Financial Review for the year ended 31 March 2015 (continued)

Value for money

We are committed to ensuring that all of our activities represent value for money to both the organisation and to our customers. In 2013 our regulator, the Homes and Communities Agency introduced a regulatory standard in relation to Value for Money and this is the third year of regulation of this standard. Each year we produce an annual self assessment of our performance in relation to Value for Money. This is published on our website www.metropolitan.org.uk and highlighted in our Annual Review.

Value for Money is about much more than our finances. Whilst our finances ultimately demonstrate how we have performed, our long term strategy is underpinned by our desire to do things as effectively and efficiently as we can, and to make decisions based on sound analysis and evidence.

The Board and the Executive team review a number of documents on a regular basis to ensure that the standards are being met, and that we are continually looking to improve our performance. The model for this is outlined below.



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Cost Base Performance



The table above shows the total controllable revenue cost spend for Metropolitan from 2011/12 to 2014/15.

As can be seen the cost base of the organisation changed significantly from 2011/12, with a number of cost saving initiatives, as well as vastly improved budgetary control. When considered with the inflationary pressures over time and the number of units in management remaining at similar levels this achievement is considerable.

Key initiatives that have taken place:

- The rationalisation of office space, with the number of offices used by the Group reduced from 30 to 13, reducing office property costs from £4.1m in 2012/13 to £2.5m in 2014/15
- A more structured approach to Responsive and Void repairs with new contracts let and the replacement of an underperforming contractor. This has resulted in costs reducing from £18.4m in 2012/13 to £14.0m in 2014/15
- Rationalisation of staffing structures across the business resulting in Staff costs reducing from £49.3m in 2012/13 to £42.3m in 2014/15.

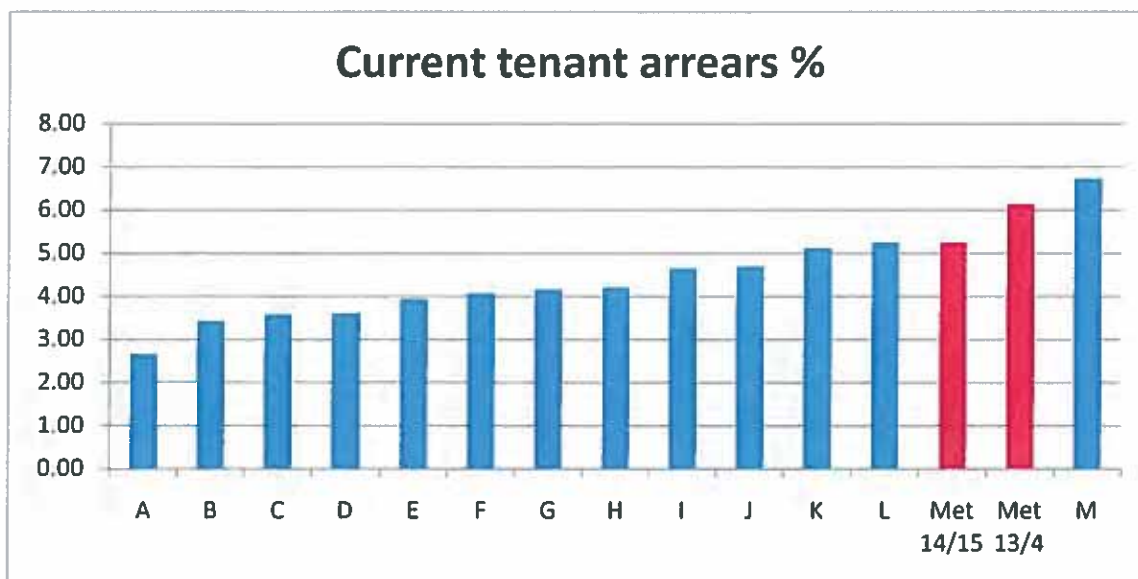
Analysis compared to our peers

Our membership of the G15 benchmarking group provides us with key comparisons to our peer group in London, which in turn enables us to better understand our areas of strength and weakness. The table below highlights some of the key metrics that are important to our business. In the report published on our website in September this section will contain additional measures and commentary. These metrics enable us to focus more clearly across a number of different areas, and to formulate long term continuous improvement plans. We won't, however, become complacent where our performance is good, we will look to improve in all areas. The comparative data is the latest available, for 2013/14. Each table shows our performance in the comparative year as well as our performance for 2014/15.

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Operating and Financial Review for the year ended 31 March 2015 (continued)

Arrears performance



Arrears performance is an area where current levels of performance are not what we would like. Although this area has improved year on year we are still in the lower quartile compared to our peers. We will continue to focus on this measure with a target to reduce this to 4.57% in 2015/16.

Operating Margin

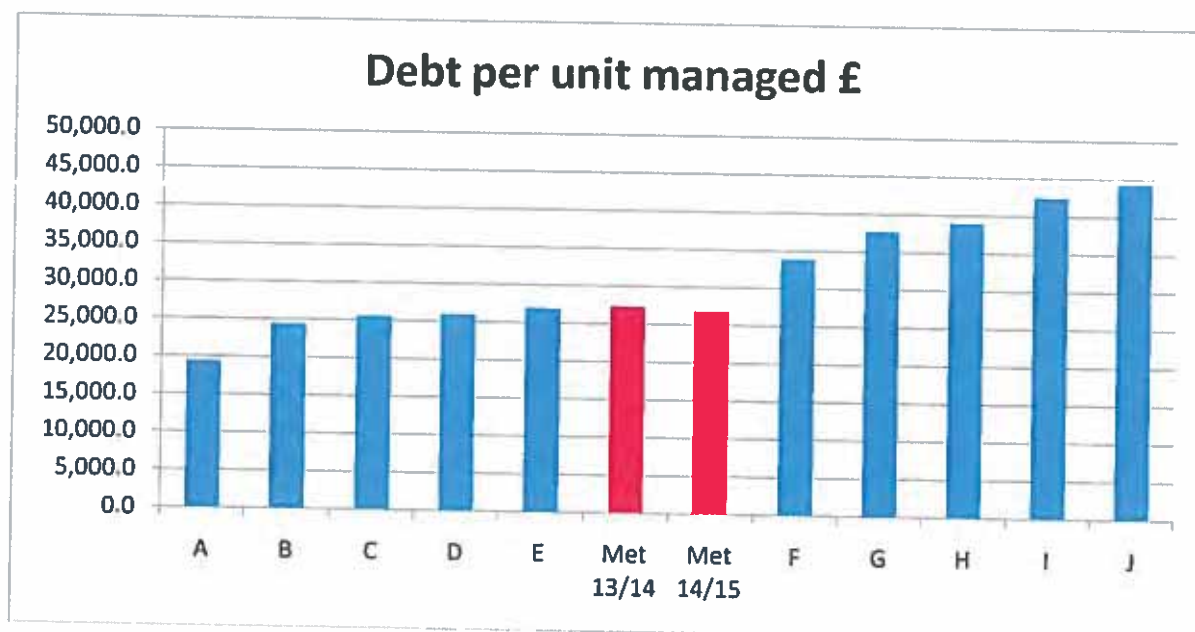


Following our programme of turnaround Metropolitan's operating margin is now in the upper quartile within the G15. The performance for this year at 39% is an improvement on this position and is now at a level that we consider appropriate for our business. Our target is to maintain similar levels of performance whilst enhancing services and developing more homes.

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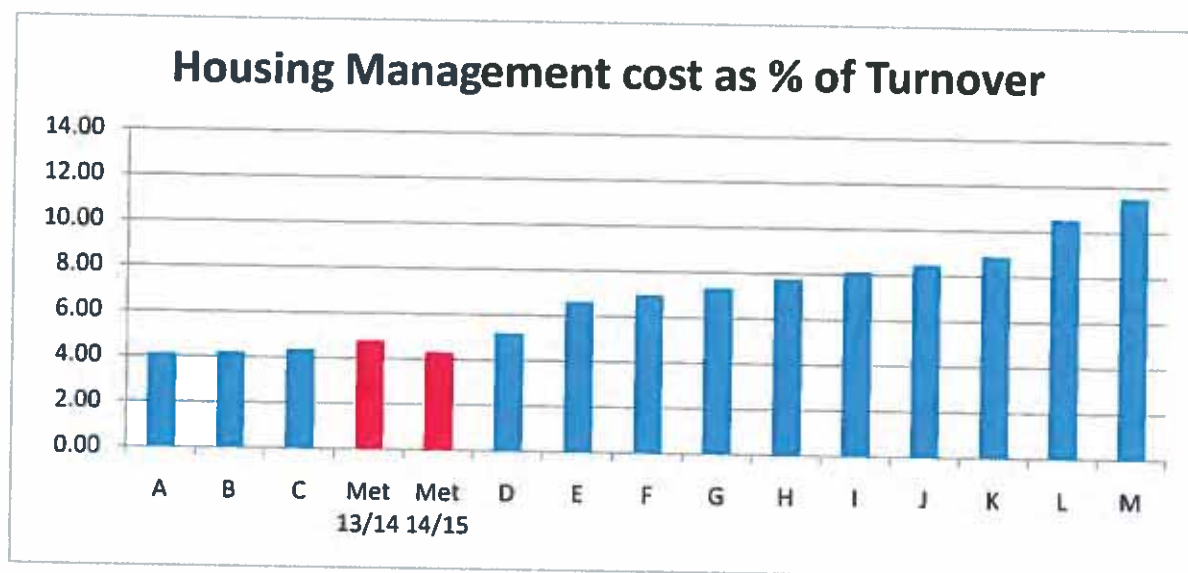
Operating and Financial Review for the year ended 31 March 2015 (continued)

Debt per unit managed



The measure of debt per unit managed is a critical component for understanding our capacity. We are at the mid-point within our peer group. The way in which we raise finance in the future will have a significant impact on this measure. This key measure is one that we monitor and forecast on a regular basis.

Management Costs / Turnover



Whilst we are currently in the top quartile for housing management costs as a percentage of turnover we are constantly monitoring this position against our service delivery and the quality of service outcomes.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

The performance of our assets

We have made improvements year on year with regard to the returns on our asset base, as shown below.

Return on Assets	Operating Surplus	Capital Deployed (Excluding Grant)	2015 return	2014 Return	2013 Return
Rented Housing	£64.4m	£795.0m	8.1%	6.2%	4.6%
Shared Ownership (excluding sales and Staircasing)	£11.9m	£173.7m	6.8%	5.0%	4.9%

This year we have started to develop a model that will allow us to overlay the future investment requirements of our stock against the returns currently generated. The model is currently being tested and will allow us to proactively manage our stock against our future strategy. It will allow us to view our stock by region and local area, by type and tenure. This information will enable us to make informed strategic decisions in terms of future investment. This includes elements such as the stock itself, any future development programmes and any impact decisions may have on the independence of our residents. This will help to create value through economies of scale in specific geographies.

Social activity and Value for Money

As an organisation we believe that the impact we have on communities and individuals forms a core part of our social ethos. Our Neighbourhood Investment team continues to work closely with tenants and local authorities and groups to deliver various different outcomes to our stakeholders. Where possible the team look to utilise local and government grants, often in fund matching arrangements. In total we spent £1m (2013/14 £1.2m) on neighbourhood investment schemes in 2014/15, with an income of £0.5m (2013/14 £0.5m). We received recognition from the Home Office for our work through our Migrant Women's Project. Our busy YOUth Space programme achieved all of its targets for the year.

As well as investing in our neighbourhoods we also contribute socially in other areas that result in independence steps for our tenants. Of particular note is the number of people we have helped into employment. At 370 this surpassed our targets.

Operational Performance

New Homes

In last years' statement we undertook to deliver a minimum of 500 new affordable homes in 2014/15. We also planned to spend a total of £180m on new homes and land in the year. We actually delivered a total of 456 new homes. Whilst we achieved our targets with the HCA and GLA we did not manage to achieve the stretching target we set for ourselves. Our total capital spend on land and new homes was £110m, which again did not meet our challenging targets for last year. This level of development is in line with our overall strategy to deliver 3,300 new homes by 2019.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Other initiatives

Last year we included a table showing our key VFM initiatives for the year and their expected impact. Our performance against those initiatives is outlined in the table below.

	2014	2015 Target	2015 Performance
Staff FTE	1,453	1,420	1,308
Staff Cost base	£44.2m	£39m	£42.3m
IT costs	£5.3m	£5.0m	£5.2m
Printing and Copying	£0.5m	£0.3m	£0.2m
Responsive Repairs	£16.7m	£14.6m	£14.0m
Office Property Costs	£3.4m	£2.5m	£2.5m
Debt interest costs (excluding bond buyback costs)	£52.3m	£49.4m	£49.8m

The overall number of people in the organisation, and the staff cost base associated with them has seen a significant improvement year on year. We did not meet our target in terms of salary cost. During the year a number of permanent senior appointments were made replacing contractors, as well the scaling up of the development team.

We did not meet our challenging target for IT costs this year. The effect of contract changes that had been made have now been fully realised and further savings bedded into the budget.

The new contracts for printing and copying have realised more savings than anticipated.

Overall the total cost of the responsive repairs service has been lower than anticipated this year. There are a number of factors that have contributed to this; not least the active management of the volume of repairs which resulted in a volume of repairs lower than budgeted. However, the costs per job have been higher as a result of the mobilisation costs of the new contracts. Better cost certainty is one of the reasons for the development of an internal responsive repairs service.

The office property cost target has been met in 2014/15. We are, however, coming under some pressure in relation to accommodation and an office accommodation strategy will be developed in 2015/16 which will look at factors such as location and modern ways of working to establish what an ideal mix of offices would be.

Debt interest costs (excluding bond buy back) were over our target. The main factor for this has been the restructure of our stand alone derivative portfolio at the end of the financial year 2013/14. This reduced our interest rate risk going forward, but led to a small increase in the cost of debt going forward. Underlying net debt is lower than planned due to active cash management.

Initiatives for 2015/16

There are a number of initiatives due this year, and more will be discussed in the Value for Money report in September. Here we focus on the three key strategic projects for the business as a whole.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Implementation of a new Housing and Care Management System (HCMS)

HCMS is due to go live in the third quarter of 2015/16. The project will deliver a number of significant benefits across the organisation such as improved reporting, a more supported platform for mobile working, more stability, and significantly less IT maintenance requirements.

The directly measurable savings from HCMS are c£1m phased over three years with the majority (c£600k) being delivered in year 1.

Development of an internal repairs service

Over the past few years we have recognised the many challenges of delivering an efficient and effective repairs service over such a wide geographical area. We have made good progress in reducing the overall costs of the service but believe that more can be done, and that we can improve the effectiveness of the service. Plans are now in place to migrate the repairs service for the East Midlands from an external contractor to internal management and delivery. Go live is planned for October 2015.

Initial savings from this will relate to the labour element of the service which we currently pay as VAT to our contractors - when performed in house this element of cost will be reduced. Initially savings in 2015/16 are offset by the cost of mobilisation of the service. In addition the initial set up costs for the development of the service and the infrastructure to support this are £1.4m in 2015/16. The predicted average annual saving is c£2.1m a year once fully operational across all of the stock.

Consolidation of our new approach to Care and Support services

One of our key objectives for 2015/16 is to consolidate our new approach to Housing with Care and Support Services. Our new approach to this area has seen the transfer of some 6,000 properties for supported housing to the new directorate to create an integrated approach to all Care and Support activity. With a newly structured team we expect to see many benefits for customers. These benefits will come from having the right people with the right skill sets working closely with each other and customers, enabling a more proactive way of working with this group, as well as a more responsive service where needed.

Conclusion

At Metropolitan we recognise the need to make the most of all of our assets to the long term benefit of our current and future customers. This value for money statement highlights our approach, key performance indicators and how value for money is integrated to the overall strategy. We will publish a further, more detailed Value for Money document in September on our website that builds upon this strategic approach and highlights our performance and future plans in more detail.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Risk and Uncertainty

At Metropolitan we have a systematic approach to Risk and Uncertainty that has been embedded within the business at multiple levels. This approach ensures ownership of risks, and the management and mitigation of them throughout the organisation.

Each operational area of the business has developed a risk map which is reviewed by their management teams on a periodic basis. Risks can then be escalated to the next level based on an internal scoring matrix. These risks are then re-assessed and a decision is taken as to whether or not they should remain on the next level risk map. This process is continued at each level ensuring that those areas that need focus at the different levels within the group receive the right levels of scrutiny.

At a Group level the risk map represents a combination of risk that may impact on our ability to achieve our strategic goals as well as those that may have a significant impact on our operations. This risk map is reviewed by the Audit Committee each quarter and approved by the Board and Executive Team annually.



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Risk area	Description	Risk ranking	Mitigation	Control measures	Ranking after control
Change in government policy	<ul style="list-style-type: none"> Welfare reforms to be implemented over the next four years Potential impact on tenants' ability to pay rent and tenants' wellbeing Impact on group's ability to meet covenants and build new homes 	●	<ul style="list-style-type: none"> Improved processes and cost efficiencies Welfare Reform Response Plan Modelling of potential future reforms 	<ul style="list-style-type: none"> Welfare Reform Response Group Monthly performance reporting 	●
Exposure to housing market	<ul style="list-style-type: none"> Exposure to private sales Deterioration of market conditions causing prices to decrease and delaying sales 	●	<ul style="list-style-type: none"> Scenario modelling to ensure sustainability of the plan Schemes tested against potential downturns Close monitoring of development pipeline 	<ul style="list-style-type: none"> Development approval process Business planning and scenarios modelling Monthly cost control meeting and programme reviews 	●
Clapham Park regeneration	<ul style="list-style-type: none"> Underperformance against business plan: cost overrun, delays and/or lower margins on open market sales Reputational damage and stakeholder confidence reduced 	●	<ul style="list-style-type: none"> Improved governance and management structure Potential use of risk sharing JV structure Close management of funding with banks 	<ul style="list-style-type: none"> Monthly project reviews Close interaction with Lambeth Close monitoring from top management and both MHT and CPH Boards 	●
Management change	<ul style="list-style-type: none"> Missed areas due to pace of organisational change Failure of key processes 	●	<ul style="list-style-type: none"> Quality of staff Regular performance review Business planning framework 	<ul style="list-style-type: none"> Compliance assurance framework Internal audit 	●
Care and Support	<ul style="list-style-type: none"> Failure in safety regulatory requirements (gas, electrical or fire measures) Inadequate safeguarding compliance Injuries or death for which the group may be responsible 	●	<ul style="list-style-type: none"> Inspection programme Self audit of COC type scores Safeguarding report Close monitoring from management 	<ul style="list-style-type: none"> Performance indicators Safety audit programme Regular staff training 	●
Value for Money	<ul style="list-style-type: none"> Inability to control costs and achieve high performance Financial capacity compromised Stakeholder confidence reduced 	●	<ul style="list-style-type: none"> Performance review Procurement controls and contract management Financial scenario testing 	<ul style="list-style-type: none"> Management scrutiny Internal audit Budgetary control Financial approval and authority delegation framework 	●
Reputation	<ul style="list-style-type: none"> Failure to meet stakeholder expectations and/or legal and regulatory requirements Reputational damage, stakeholder confidence reduced, financial capacity compromised 	●	<ul style="list-style-type: none"> Internal procedures Stakeholder relationship management Procurement controls Governance framework 	<ul style="list-style-type: none"> Management scrutiny Tight governance oversight (Board focus) Regulatory reporting Compliance assurance process 	●

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Treasury Risk Management

Introduction

Metropolitan operates a centralised treasury function responsible for the provision of its liquidity management and the management of interest rate and counterparty risks. These activities are governed by a treasury policy and strategy which is approved each year by the Board. The policy is based on the CIPFA Code of Practice for Housing Associations as well as Treasury Management Policy Statements and Good Practice Notes issued by the Homes and Communities Agency and its predecessor regulatory bodies.

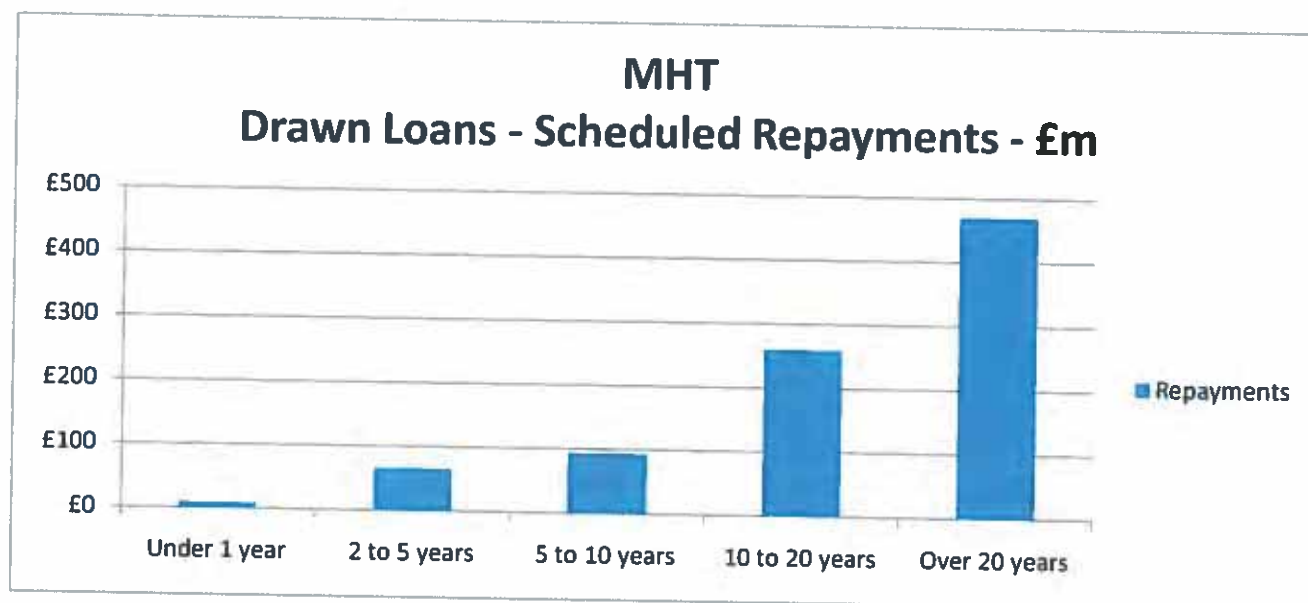
We adopt a risk-based approach to liquidity and interest rate management. The overriding objective is the avoidance of unacceptable risk. Surplus cash is invested with approved banks and counterparties (ensuring the preservation of capital rather than maximising returns).

The Group is funded from a number of sources including long term loans, bonds, retained earnings and various forms of grant primarily provided by government agencies. All funding is in Sterling, hence there is no currency exchange exposure to the Group.

Loans and Credit Structure

As at 31 March 2015 the Group had committed facilities of £1.20bn (2014: £1.21bn), had drawn loans totalling £0.99bn (2014: £1.01bn) and unutilised committed loan facilities totalling £209m (2014: £194m). The undrawn facilities are fully secured and available at 48 hours notice with the exception of £55m on which we have agreed with lenders not to draw these funds until August and September 2015. The Group has diversified its funding sources with 14% (2014: 14%) from capital markets, 81% (2014: 81%) from banks and building societies and 5% (2014: 5%) from funding clubs.

The borrowings and hedges are structured with staged maturity dates to ensure that large proportions of debt do not mature in the same year in order to avoid any material degree of refinancing risk. Metropolitan does have some £98.8m of loans maturing over the next five years. This represents just under 10% of our drawn loans. The risks relating to refinancing this amount is not deemed to be significant.

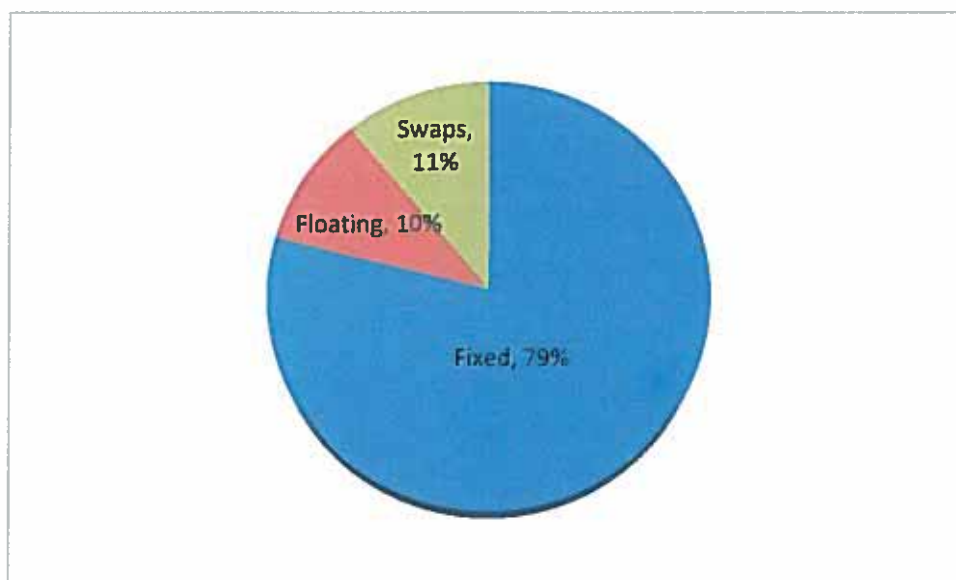


In addition to its unutilised facilities, the Group held cash and liquid short term investments of £84m as at 31 March 2015 (2014: £148m).

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Interest Rate Management



We have entered into a number of hedging arrangements to mitigate the risks on variable rate debt and RPI based cash flows and to manage exposures to lending covenants. At 31 March 2015 90% (2014: 89%) of total debt outstanding was hedged either by fixed interest or index-linked loans or swaps.

MHT have a total nominal value of £189m ISDA swaps (2014: £189m), which provide interest rate hedging at rates between 2.2% and 5.7%, and also £30m (2014: £60m) of basis swaps used to match payment timing differences. The Group monitors and manages its 'mark-to-market' exposure closely and meets this exposure through a mixture of cash and property collateral. The mark-to-market value exposure at 31 March 2015 was negative £50.8m (2014: negative £27.3m). Our treasury policy does not permit the speculative trading of financial instruments.

Net interest paid and related expense on Metropolitan's loans decreased to £49.8m across the Group during the year, including £44.0m in MHT (2014: Group £54.7m; MHT £48.8m). This decrease relates to decreased debt, increased capitalised interest as the development programme grew and we did not incur costs from the re purchase of bonds which were a factor in the previous two years. Metropolitan Housing Trust's weighted average cost of funds was 4.94% (2014: 4.84%). The increase from the prior year is largely a consequence of the repayment of £25m variable rate (low coupon) debt in the year.

Covenant Compliance

MHT loan covenants are based primarily on interest cover and gearing ratios. Interest cover is after adding back housing property depreciation and includes surpluses from property sales. Gearing is based on total debt compared to Reserves and Social Housing Grant (SHG). Interest cover and gearing covenants are monitored monthly, reported to the Board on a quarterly basis and annually to the finance providers. All covenants were met throughout the year and at the year-end for all loan facilities.

Clapham Park Homes Ltd has separate loan covenants relating to its external debt and it was fully compliant in the year ended 31 March 2015.

The Business Plan is prepared on the basis that Metropolitan will remain covenant compliant at all times.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2015 (continued)

Liquidity and Cash Flow

Surplus funds are used to repay revolving debt as permitted by the terms of the loan agreements and any additional short term cash balances are placed on short-term deposit on a portfolio basis to minimise counterparty risk. Cash balances are sufficient to fund short term development costs, rather than drawing from approved loan facilities.

MHT already has financing in place to cover its existing operational and development commitments to completion. Clapham Park has financing facilities in place to meet the next phase of its development and refurbishment requirements. Further funding will be sought in the near term to finance the expansion of the development programme.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance

Statement on Corporate Governance

Metropolitan has adopted and complies with the principles of the National Housing Federation's Code of Governance: Excellence in Governance. In fulfilling its obligations under that code it makes use of good practice drawn from guidance associated with that code, the UK Corporate Governance Code and, where relevant, the Charity Commission.

Metropolitan Board		Key highlights
Role/Mission of MHT Board <ul style="list-style-type: none">Set the overall vision, mission and strategic objectives of the group, establishing a framework to achieve themAppoint Board members, the Chief Executive and other Executive members of the BoardNominate each of the subsidiary Boards and make all appointments to Board committeesMonitor performance against strategic objectives using agreed performance measures (KPIs)Review and approve budgets and business planApprove key policies and decisions to allow the group to achieve its objectives, including decisions around the development programmeDetermine roles and responsibilities of subsidiary Boards and the terms of reference of the Board committees		<ul style="list-style-type: none">Recently further strengthened governance structure, which led to changes to the composition of Boards and committees<ul style="list-style-type: none">Increased efficiency and transparency in decision makingMembers nominated following an in-depth skills based selection processSuccession plan in placeGovernance rating upgraded to 'G1' by the HCA in Dec 2014MHT Board is responsible for Group strategy and management<ul style="list-style-type: none">Eleven members: nine non-executive and two executive members (Chief Executive and Executive Director of Finance)Clear separation between strategic role of the Board and executive role of the management team: nine out of eleven members are independentChief Executive Officer and other Executive Officers provide the Board with monthly performance reports and updates on specific operational targets on a quarterly basisSystematic focus, review and identification of key strategic risks potentially impacting the group and elaboration of mitigantsFormal and rigorous evaluation of the Board performance and its individual members on an annual basisBoard meets ten times a year, including an away day for strategic discussions
Subsidiary Boards	Board committees	
Clapham Park Homes Ltd Clapham Park Development Ltd Metropolitan Living Ltd EM Property Services Ltd	Audit and Risk Investment and Finance Treasury Nominations Remuneration Customer Service Safeguarding and Quality	

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Role of Board Committees

Safeguarding and Quality Committee

The Safeguarding and Quality Committee provides assurance that Metropolitan is a quality provider of care and support services and safe housing services for vulnerable children and adults. The committee reviews how Metropolitan responds to serious incidents of Harm to Customers and Colleagues and reviews outcomes from Care Quality Commission reports and embeds learning from these throughout the business. The committee includes input from independent external experts in the safeguarding field.

Audit and Risk Committee

The Audit and Risk Committee is responsible for ensuring that internal controls are adequate and effective and that the organisation's approach to risk management is commensurate with risk appetite. The committee approves the internal audit workplan and reviews internal audit findings. It recommends the appointment of internal and external auditors.

Investment and Finance Committee

The IFC is responsible for making decisions about significant capital and operational expenditure and provides a source of challenge for the Executive and the Board in managing the finances of the whole Group, in particular long-term financial planning. It oversees investment in new homes and schemes, and authorises major contracts for works, goods and services.

Customer Services Committee

The focus of our main customer-facing committee has changed and the CSC now provides assurance to the Board on our service delivery and customer service. There is an improved synergy between CSC, the customer-led Scrutiny Committees through their service audits and the National Customer Group, providing valuable customer insight. The Committee is combining its meetings with estate visits in order to develop members' knowledge about our properties.

Treasury Committee

The Treasury Committee provides an expert focus on the management of the Group's loans/financial instruments and investments portfolio and receives future funding strategy.

Nominations Committee

The Nominations Committee keeps under review the composition of the Board and the framework for appointing, developing and appraising Board members.

Remuneration Committee

The Remuneration committee has oversight of pay and remuneration matters, including Board member remuneration.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Remuneration of non-executive Board members

The level of remuneration of Board members has been arrived at after benchmarking levels of Board member pay in comparable housing associations and takes into account the need to attract, retain and motivate members who have the required levels of skill and experience.

Metropolitan has robust, transparent and independent systems for recruitment of Board members. Advertising for new members is sufficiently broad to ensure that equal opportunities and diversity standards are met and the recruitment process is governed by principles of transparency, openness and accountability.

Both individual and collective Board member performance is appraised annually with the objective of enabling the Board to make a thorough assessment of the value that it adds to Metropolitan's performance. The Chair and Vice Chair/Senior Independent Director's roles are annually appraised by reference to their particular role profiles. There are clear mechanisms in place for members who fall short of required standards.

During the year, the Remuneration Committee considered the position in accordance with its responsibilities under Rule D19.1(2) of Metropolitan's rules and recommended an increase in the level of remuneration of non-executive Board members. This decision was based on the fact that Metropolitan had not increased board member pay since 2009 and given the significant turnaround and improved organisational performance, an increase was considered appropriate. The increase in remuneration was approved by the shareholders at the AGM in September 2014.

The table below shows the salaries paid to non-executive Board members and expenses incurred during the discharge of their duties during 2014/15 and attendance at Board meetings.

Expenses mainly comprise travel costs incurred in order to attend Board and Committee meetings. Public transport costs are usually booked and paid directly to the transport providers by Metropolitan rather than reimbursed to members. Board members are based in geographically diverse areas of the country and so the necessary travel expenses incurred in order to attend meetings will vary between members.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Board Member	2015	2015	2015	2015	2014	2014
	Committee and Subsidiaries	Attendance*	Salary	Expenses	Salary	Expenses
			£	£	£	£
Barbara Roche		N/A	-	-	2,715	1,197
Christine Turner (8,9)	11	9 (90%)	9,852	316	8,205	1,769
Clive Deadman (2-7,10)	21	10 (100%)	8,853	3,642	8,205	3,389
David Hoy		N/A	-	-	3,008	-
Howard Webber		N/A	-	-	3,382	384
Janet Dean (1-3,6)	13	10 (100%)	9,852	3,640	8,205	1,266
Jerry Piper (1,8,9,11)	16	10 (100%)	9,353	333	8,205	92
Michael Dunn (2,3,6,7,10,12)	14	8 (80%)	9,353	1,350	2,849	-
Mike Green (8,9,10)	15	10 (100%)	9,852	912	8,205	784
Paula Kahn (Chair) (8,11)	10	10 (100%)	21,773	365	19,643	846
Sheila Button		N/A	-	-	4,492	492
Stuart Beevor (1,2,3,6,7,11)	17	10 (100%)	10,977	405	8,205	466
Teresa Graham		N/A	-	-	3,008	63
Waheed Saleem (4,5,10)	9	10 (100%)	9,852	1,604	8,205	3,460
			99,717	12,566	96,532	14,208

Jerry Piper is a leaseholder of the Trust. He became a member of the Board in March 2013. His lease is on the same terms and conditions as other leaseholders, and he can't or could not use his position as Board member to his advantage in his relationship with the Trust.

* Both the Executive Director of Finance (Sarah Mussenden) and CEO (Brian Johnson) are members of the Board. Both had 100% attendance records in the year to March 2015.

Key

1. Clapham Park Homes Ltd
2. Clapham Park Developments Ltd
3. Metropolitan Living Ltd
4. Metropolitan Support Trust
5. Safeguarding and Quality Committee
6. Investment and Finance Committee
7. Treasury Committee
8. Remuneration Committee
9. Customer Services Committee
10. Audit and Risk Committee
11. Nominations Committee
12. EM Property Services Ltd

Metropolitan Housing Trust Limited Consolidated Financial Statements

Board Statement on Internal Control and Risk Assurance

Internal Control and risk

The Board has overall responsibility for the system of internal control and risk across the Group and for reviewing its effectiveness.

The review process

The internal control framework is designed to manage and reduce, rather than eliminate, the risk of failing to achieve business objectives. It can only provide reasonable, not absolute assurance against material misstatement or loss.

The framework also exists to give reasonable assurance about the reliability of financial and operational information and the safeguarding of Metropolitan's assets and interests. The Audit and Risk Committee regularly reviews the effectiveness of internal controls through the assurance provided by internal audit, regular updates on risk management and assurance provided by the Executive Team.

The Board is responsible for overseeing the framework of delegation and systems of internal control, including risk appetite and strategic risks. The Board has reserved certain matters to itself including determining the long term business objectives of the group and any material decisions. A formal Scheme of Delegation and Financial Regulations set out the delegations framework in place for Board Committees, the Chief Executive and the Executive Team. Board committees provide assurance to the Board on key areas of activity such as service delivery, safeguarding and finance and treasury.

Key risks

The approach to strategic risk identification and risk management is firmly embedded across the Group. Management responsibility is clearly defined with regard to the identification, evaluation and control of significant risks. The formal ongoing process of risk review includes a strategic risk review at each meeting of the Audit and Risk Committee and the Board. The review by the Executive Team includes a review of the strategic risks and scheduled review of risk registers for each operational area.

Information and financial reporting systems

Our business plan is monitored continuously by management and the Board to ensure that the business remains financially healthy and that targets for financial growth and other objectives are met in order to enable the delivery of our social objectives. The business plan is tested against a range of challenging regulatory, investment, economic, financial and business performance scenarios.

Our ability to control the business and monitor progress against plan has been enhanced through making improvements to the quality of our performance reports and monthly management accounts.

Fraud

Fraud is an ever-present threat to resources and may occur from outside or from within the organisation. Metropolitan has an approved fraud policy that covers the prevention, detection, investigation, and reporting of fraud, including remedial action to prevent a recurrence. All cases of fraud and attempted fraud are reported to the Executive Team and to the Audit and Risk Committee. The policy was reviewed by the Audit and Risk Committee in April 2014. The group has appointed a Money Laundering officer as part of its compliance with anti-money laundering legislation.

Anti-bribery and whistle blowing

Metropolitan values its reputation and is committed to maintaining the highest possible ethical standards in all its business activities. Metropolitan has a Whistle Blowing Policy that encourages staff and others to express any serious concerns regarding suspected misconduct or malpractice going on within the organisation. Our Anti Bribery Policy makes clear that we have zero tolerance of any form of bribery. These policies were reviewed by the Audit and Risk Committee in April 2014.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Monitoring, control environment and control procedures

A process of control, self-assessment and regular management reporting on control issues provides hierarchical assurance to successive levels of management and the Board, together with an auditable trail of accountability. The certification is tailored to reflect the potential risks and the control environment of the business. This enables corrective action to be taken where appropriate and provides assurances to management and the Board. The CEO provides an annual assurance report to the Audit & Risk Committee and the Board, which includes assurance that key legislative and regularly requirements have been met.

The Code of Conduct sets out Metropolitan's expectation of staff with regard to quality of service, business disciplines, honesty and integrity. It is supported by a framework of policies and procedures with which staff must comply.

These cover issues such as delegated authority, segregation of duties, accounting, treasury management, health and safety, data and asset protection and fraud prevention and detection. Policies are periodically reviewed in accordance with a prescribed timetable.

Audit assurance

The internal audit function reports directly to the Executive Director of Finance and has direct access to the Audit & Risk Committee. The internal audit programme of work, which is outsourced to KPMG, is aligned to strategic objectives and risk. The Audit & Risk Committee meets four times a year and considers internal control and risk management at each meeting. The Committee provides an annual report to the Board and a report following each of its meetings. The work of the external auditors provides further independent assurance on the control environment as described in their audit report. Metropolitan receives a letter from the external auditors identifying any weaknesses in internal control with recommendations for improvement and this letter is considered by the Audit & Risk Committee together with a detailed action plan to address any issues. A review of the effectiveness of the internal and external auditors is scheduled to take place annually.

Going concern

After making enquiries, the Board has a reasonable expectation that Metropolitan has adequate resources to continue in operational existence for the foreseeable future. For this reason the Board continues to adopt the going concern basis in preparing the Group and Trust financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement of responsibilities of the Board

Statement of responsibilities of the Board

The Board is responsible for preparing the Operating and Financial Review and the Group and Trust financial statements in accordance with applicable law and regulations. Community Benefit Society law requires the Board to prepare financial statements for each financial year. Under that law the Board has elected to prepare the financial statements in accordance with UK Accounting Standards. The Group financial statements are required by law to give a true and fair view of the state of affairs of the Group and the Trust, and of the surplus or deficit of the Group for that period.

In preparing the Group and the Trust financial statements, the Board is required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Group and the Trust will continue in business.

The Board is responsible for keeping proper accounting records that disclose with reasonable accuracy at any time the financial position of the Trust and enable them to ensure that its financial statements comply with the Co-operative and Community Benefit Societies Act 2014, the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Housing and Regeneration Act 2008 and the Accounting Direction for Private Registered Providers of Social Housing 2012. It has general responsibility for taking such steps as are reasonably open to it to safeguard the assets of the Trust and to prevent and detect fraud and other irregularities.

The Board is responsible for the maintenance and integrity of the corporate and financial information included on the Metropolitan website. Legislation in the UK governing the preparation and dissemination of financial statements may differ from legislation in other jurisdictions.

Auditors

BDO LLP is the organisation's external auditor. A resolution to re-appoint BDO LLP will be proposed at the Annual General Meeting in 2015.

Disclosure of information to auditors

The board members who held office at the date of approval of this board report confirm that, so far as they are each aware, there is no relevant audit information of which the Trust's auditors are unaware; and each board member has taken all the steps that they ought to have taken as a board member to make themselves aware of any relevant audit information and to establish that the Trust's auditors are aware of that information.

Signed on behalf of the Board



Paula Kahn

Chair

Date 23rd July 2015

Metropolitan Housing Trust Limited Consolidated Financial Statements

Independent Auditors' Report

TO THE MEMBERS OF METROPOLITAN HOUSING TRUST LIMITED

We have audited the financial statements of Metropolitan Housing Trust Limited for the year ended 31 March 2015 which comprise the Consolidated and Trust income and expenditure accounts, the Consolidated and Trust statements of total recognised surpluses and deficits, the Consolidated and Trust balance sheets, the consolidated cash flow statement and the related notes. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the Trust's members, as a body, in accordance with the Housing and Regeneration Act 2008 and Section 87 of the Co-operative and Community Benefit Societies Act 2014. Our audit work has been undertaken so that we might state to the Trust's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Trust and the Trust's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of the board and auditors

As explained more fully in the statement of board member responsibilities, the board members are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Financial Reporting Council's (FRC's) Ethical Standards for Auditors.

Scope of the audit of the financial statements

A description of the scope of an audit of financial statements is provided on the FRS's website at www.frc.org.uk/auditscopeukprivate.

Opinion on financial statements

In our opinion the financial statements:

- give a true and fair view of the state of the Group's and Trust's affairs as at 31 March 2015 and of the Group's and Trust's surplus for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Co-operative and Community Benefit Societies Act 2014, the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Housing and Regeneration Act 2008 and the Accounting Direction for Private Registered Providers of Social Housing 2012

Metropolitan Housing Trust Limited Consolidated Financial Statements

Independent Auditors' Report (continued)

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where we are required to report to you if, in our opinion:

- the information given in the Report of the Board for the financial year for which the financial statements are prepared is not consistent with the financial statements;
- adequate accounting records have not been kept by the Trust, or returns adequate for our audit have not been received from branches not visited by us; or
- a satisfactory system of control has not been maintained over transactions; or
- the Trust's financial statements are not in agreement with the accounting records and returns; or
- we have not received all the information and explanations we require for our audit.



BDO LLP, statutory auditor
Gatwick, West Sussex
United Kingdom

Date 24 July 2015

BDO LLP is a limited liability partnership registered in England and Wales (with registered number OC305127).

Metropolitan Housing Trust Limited Consolidated Financial Statements

Income and Expenditure Accounts for the year ended 31 March 2015

	Note	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Turnover	2	240,310	256,192	202,082	197,353
Cost of sales	2	(11,609)	(28,911)	(4,426)	(5,366)
Operating costs	2	(134,738)	(145,188)	(109,814)	(111,248)
Operating surplus	6	93,963	82,093	87,842	80,739
Surplus on sale of properties not developed for outright sale	7	13,958	10,421	12,737	10,125
Surplus on ordinary activities before interest and taxation		107,921	92,514	100,579	90,864
Interest receivable and similar income	8	2,482	2,961	2,295	2,642
Interest payable and similar charges	9	(49,863)	(54,653)	(43,987)	(48,793)
Surplus for the year before taxation		60,540	40,822	58,887	44,713
Taxation	10	(54)	(597)	(54)	-
Retained surplus for the year	22	60,486	40,225	58,833	44,713

All amounts relate to continuing activities. There is no difference in the results disclosed in the income and expenditure accounts and those on an unmodified historical cost basis.

The notes on pages 49 to 92 form part of these financial statements

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statements of Total Recognised Surpluses and Deficits for the year ended 31 March 2015

	Note	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Retained surplus for the year		60,486	40,225	58,833	44,713
Actuarial (loss)/ gain on defined benefit pension scheme	25	(813)	653	(813)	653
Transfer from subsidiary undertakings	22	-	-	13,182	(1,922)
Revaluation of investments	22	1,554	(20)	620	(240)
Total recognised surpluses and deficits relating to the year		61,227	40,858	71,822	43,204

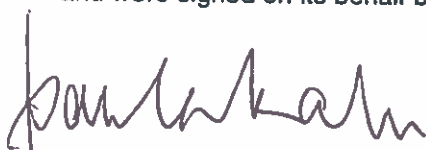
The notes on pages 49 to 92 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Balance Sheets at 31 March 2015

	Note	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Tangible fixed assets					
Housing properties at cost less depreciation and impairment	11	2,442,720	2,351,978	2,251,857	2,163,855
Less Social Housing grant and other grants	11	<u>(1,233,070)</u>	<u>(1,220,281)</u>	<u>(1,171,856)</u>	<u>(1,152,158)</u>
Net Housing Properties		1,209,650	1,131,697	1,080,001	1,011,697
Other tangible fixed assets	11	<u>12,137</u>	<u>12,622</u>	<u>12,308</u>	<u>12,834</u>
Total tangible fixed assets		<u>1,221,787</u>	<u>1,144,319</u>	<u>1,092,309</u>	<u>1,024,531</u>
Investments					
Homebuy		177,603	192,337	177,603	192,337
Less: Social Housing Grant		(143,013)	(154,143)	(143,013)	(154,143)
Other Investments	12	<u>68,239</u>	<u>27,509</u>	<u>63,239</u>	<u>13,160</u>
		1,324,616	1,210,022	1,190,138	1,075,885
Current assets					
Stock	13	29,002	19,087	16,384	6,100
Debtors					
- receivable within one year	14	50,722	47,049	30,234	41,269
- receivable after one year	14	6,122	27,015	20,472	13,048
Cash at bank and in hand		<u>84,255</u>	<u>148,168</u>	<u>83,594</u>	<u>142,117</u>
		170,101	241,319	150,684	202,534
Creditors: amounts falling due within one year	15	<u>(97,060)</u>	<u>(136,327)</u>	<u>(89,091)</u>	<u>(128,869)</u>
Net current assets		<u>73,041</u>	<u>104,992</u>	<u>61,593</u>	<u>73,665</u>
Total assets less current liabilities		<u>1,397,657</u>	<u>1,315,014</u>	<u>1,251,731</u>	<u>1,149,550</u>
Creditors: amounts falling due after more than one year	16	1,075,022	1,043,642	975,877	944,548
Provision for liabilities	18	30,249	40,954	12,920	14,631
Pension liability	25	2,600	1,859	2,600	1,859
Capital and reserves	22	<u>289,786</u>	<u>228,559</u>	<u>260,334</u>	<u>188,512</u>
		<u>1,397,657</u>	<u>1,315,014</u>	<u>1,251,731</u>	<u>1,149,550</u>

The financial statements were approved and authorised for issue by the Board on 23rd July 2015 and were signed on its behalf by:



Paula Kahn
Chair



Sarah Mussenden
Executive Director, Finance



Mary Keane
Company Secretary

The notes on pages 49 to 92 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Consolidated Cash Flow Statement for the year ended 31 March 2015

	2015	2014
	£'000	£'000
Net cash flow from operating activities	113,689	128,292
Return on investments and servicing of finance	(47,381)	(51,914)
Capital expenditure	(64,884)	(24,362)
Taxation	(597)	-
	<u>826</u>	<u>52,016</u>
Management of liquid resources	(38,671)	32,793
Financing	(26,068)	(47,925)
(Decrease)/ Increase in cash	<u>(63,913)</u>	<u>36,884</u>

Reconciliation of operating surplus for the year to net cash flow from operating activities

	2015	2014
	£'000	£'000
Operating surplus	93,963	82,093
Depreciation	13,711	16,071
Impairment	1,697	938
(Increase) / decrease in debtors	17,220	22,993
(Increase) / decrease in stock	(9,915)	18,717
Increase / (decrease) in creditors	7,790	20,433
Increase / (decrease) in provisions	(10,705)	(33,121)
Increase / (decrease) in pension liability	(72)	168
Net cash inflow from operating activities	<u>113,689</u>	<u>128,292</u>

Reconciliation of net cash flow to movement in net debt

	2015	2014
	£'000	£'000
Increase / (decrease) in cash in the year	(63,913)	36,884
Cash to repay loans	77,048	85,850
Cash received from loans raised	(51,000)	(37,943)
Capital element of finance lease payments	20	18
Change in net debt	<u>(37,845)</u>	<u>84,809</u>
Net debt at start of period	(865,368)	(950,177)
Net debt at end of period	<u>(903,213)</u>	<u>(865,368)</u>

The notes on pages 49 to 92 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes to the Consolidated Cash Flow Statement for the year ended 31 March 2015

Notes to the cashflow statement

	2015 £'000	2014 £'000		
Returns on investments and servicing of finance				
Interest received	2,482	2,962		
Interest paid and associated costs	(49,813)	(54,866)		
Interest element of finance lease payments	(50)	(10)		
	<u>(47,381)</u>	<u>(51,914)</u>		
Capital expenditure and financial investment				
Payments to acquire and develop housing properties	(122,981)	(56,284)		
Social Housing Grant received less amounts repaid	13,116	4,479		
Payments to acquire other fixed assets and fixed asset investments	(505)	(60)		
Realisation in My Choice Homebuy	14,734	2,701		
Receipts from sale of housing properties net of overage	30,752	24,802		
	<u>(64,884)</u>	<u>(24,362)</u>		
Management of liquid resources				
Maturity of bank deposits	(38,671)	-		
Sale of other liquid resources	-	32,793		
	<u>(38,671)</u>	<u>32,793</u>		
Financing				
Loans received	51,000	37,943		
Loans repaid	(77,048)	(85,850)		
Capital element of finance lease payments	(20)	(18)		
	<u>(26,068)</u>	<u>(47,925)</u>		
Analysis of changes in net debt				
	At 1st April 2014	Cash flows	Non-cash Changes	At 31st March 2015
Cash at bank and overdrafts	148,168	(63,913)	-	84,255
Debt due within 1 year – loans	(4,600)	-	646	(3,954)
Debt due within 1 year – finance leases	(20)	(1)	-	(21)
Debt due after 1 year – loans	(1,008,234)	26,048	(646)	(982,832)
Debt due after 1 year – finance leases	(682)	21	-	(661)
Total	<u>(865,368)</u>	<u>(37,845)</u>	<u>-</u>	<u>(903,213)</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015

1 Accounting policies

Principal accounting policies

The following accounting policies have been applied consistently in dealing with items which are considered to be material in relation to the financial statements of the Group and Trust.

Basis of accounting

The financial statements are prepared on a going concern basis under the historical cost convention, as modified for the revaluation of fixed asset investments and in accordance with applicable accounting standards, the Co-operative and Community Benefit Societies Act 2014; the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Statement of Recommended Practice Accounting by Registered Social Housing Providers Update 2010, and comply with the Accounting Direction for Private Registered Providers of Social Housing 2012.

Consolidation

The Consolidated Financial Statements include the Trust and its subsidiaries. Non-exchange transactions where there is a clear gift of control are accounted for as business combinations. The results of the subsidiaries are included in the consolidated income and expenditure account from the date of their formation or gift in to the group. Intra-group surpluses and deficits are eliminated on consolidation.

The assets and results of regeneration partnerships with other Registered Providers are consolidated into the statements of the Trust proportionately to its share in the partnership.

Related parties

The Trust has taken advantage of the exemption contained in FRS 8 'Related Party Disclosure' and has therefore not disclosed transactions or balances with entities which are 100% owned.

Turnover

Turnover represents rental and service charge income receivable, recognised on the execution of tenancy agreements, income from the sales of properties recognised at completion, fees and revenue based grants receivable from local authorities, the Homes and Communities Agency and others.

Housing properties

Housing properties constructed or acquired on the open market are stated at cost less the amount of grants received towards their construction and depreciation. The cost of properties is their purchase price together with incidental costs of acquisition including interest payable. Interest payable is capitalised during the period of construction where a project is financed by the borrowings of the Trust.

Housing properties are split between land, structure and major components which will require periodic replacement.

Development costs include the Trust's directly attributable development management costs and other direct costs.

Housing properties in the course of construction, excluding the cost of shared ownership first tranches, are not depreciated and are included in fixed assets at cost (less any impairment) as part of housing properties, and are transferred to completed properties when ready for letting.

The costs of construction of properties developed for first tranche sales of shared ownership properties are treated as stock.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

1 Accounting policies (*continued*)

Social Housing Grant

Where developments have been financed wholly or partly by Social Housing Grant (SHG), the carrying value of those developments has been reduced by the amount of the grant received. Where the property is expected to be sold in the foreseeable future provision is made if it is considered that the grant will be repayable.

SHG in respect of housing properties in the course of construction received in advance of aggregate expenditure is shown as a current liability.

SHG is eligible for abatement where the final position on a low cost home ownership sale results in a loss. In such cases the grant is released to the income and expenditure account to offset the loss.

Where a SHG funded property is sold the grant becomes recyclable and is transferred to a recycled capital grant fund until it is reinvested in a replacement property.

Low cost home ownership properties and staircasing

Under low cost home ownership arrangements, the Trust disposes of a long lease on low cost home ownership housing units to persons who occupy them at a share equal to between 25% and 75% of value. The occupier has the right to purchase further proportions up to 100% at the then current valuation. Low cost home ownership properties are split between current and fixed assets on initial recognition. The proceeds from the sale of the current asset element ("first tranche") are included in turnover and the related asset expensed through the income and expenditure statement as a cost of sale.

The remaining element of the property ("staircasing element") is accounted for as a fixed asset and any subsequent tranche sale treated as a part disposal of a fixed asset. SHG in respect of low cost home ownership properties is allocated against the retained element of the low cost home ownership property and is treated as a deduction from fixed asset costs.

The properties are not depreciated on the expectation that the net realisable value at the time of disposal will be in excess of the historical cost.

Shared ownership properties

Where shared ownership properties are included as part of a mixed tenure scheme, if one part is in deficit and the other part is in surplus, the surplus has been reduced by the amount of the deficit.

Stock

Stock represents; work in progress and completed properties relating to housing properties for transfer to other registered providers, properties developed for outright sale and for shared ownership first tranche sales development. Where housing properties have been developed for shared ownership, the value held as stock is the estimated cost to be sold as a first tranche. The balance is held as work in progress or completed properties in fixed assets.

Stock is stated at the lower of cost and net realisable value.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

1 Accounting policies (*continued*)

Depreciation and impairment

Freehold land is not depreciated.

Housing properties are split between the structure and the major components which require periodic replacement. The costs of replacement or restoration of these components are capitalised and depreciated over the determined average useful economic life as follows:

Description	Economic useful life
Structure	125
Kitchen	20
Bathroom	30
Roofs (pitched)	70
Roofs (flat)	20
External doors	30
Boiler	15
Electrics	40
External windows	40
Mechanical systems	20
Communal	20
Lifts	20

Leasehold properties are depreciated over the length of the lease except where the expected useful economic life of properties is shorter than the lease; when the lease and building elements are depreciated separately over their expected useful economic lives.

Impairment reviews are carried out where there is an indicator of impairment or where the useful economic life of assets exceeds 50 years, in accordance with FRS 11. An impairment loss is recognised in the income and expenditure account for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the greater of its net realisable value (fair value less selling costs) and value in use adjusted for any amount of planned internal subsidy.

For shared ownership accommodation that the Trust is responsible for, it is the Trust's policy to maintain them in a continuous state of sound repair. Maintenance of other shared ownership properties is the responsibility of the shared owner. The Trust considers that the lives of properties are so long and residual values based on current open market value are so high that any depreciation would be insignificant. Any impairment in the value of such properties is charged to the income and expenditure account.

Depreciation is charged on a straight-line basis over the expected useful economic lives of the other fixed assets at the following annual rates:

Office furniture and equipment	-	20% - 33% on cost
Service equipment	-	5% on cost

Hostels managed by partners

Where properties owned by the Trust are managed as hostels by other organisations under partnership agreements, which result in operating surpluses and deficits accruing to the partner, then the income and expenditure associated with their management is not reflected in the financial statements of the Trust.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

1 Accounting policies (*continued*)

Discounted and deferred interest loans

Discounted bonds are initially recognised at their redemption value less discount on issue. The discount on issue is written off through the income and expenditure account on an annuity basis over the life of the bond. The effective annual rate of interest (calculated over the life of the loan) on deferred interest loans is charged to the income and expenditure account.

Pension costs

Metropolitan Housing Trust, Clapham Park Homes Limited and Metropolitan Support Trust participate in multi-employer defined benefit pension schemes contracted out of the State scheme. The assets of the schemes are held separately from those of the Trust. It is not possible to separately identify assets and liabilities accruing to participating employers. Therefore the schemes are accounted for as defined contribution schemes as permitted under FRS17 and as a result, the amount charged to the income and expenditure account represents the contributions payable to the schemes in respect of the accounting period. In addition to this and until 2026, the Trust is paying to the pension providers additional annual sums to cover the historic scheme deficits as calculated in the 2011 scheme valuations.

Metropolitan Housing Trust operates a separate defined benefit pension scheme contracted out of the State scheme. The pension surplus (to the extent that it is recoverable) or deficit is recognised in full. The movement in the scheme surplus/deficit is split between operating charges and finance items which are recognised in the income and expenditure account and the actuarial gains and losses through the statement of total recognised surpluses and deficits.

Leased assets

Rentals paid under operating leases are charged to the income and expenditure account on the accruals basis.

Where assets are financed by leasing agreements that give rights approximating to ownership they are treated as if they had been purchased outright. The amount capitalised is the present value of the minimum lease payments and is depreciated in accordance with the Trust's normal policy for that class of assets.

Other investments

Investments are stated at market value. Unlisted investments are initially recognised at cost and then revalued at each reporting date. Changes in valuation are recognised in the revaluation reserve.

Restricted funds

The income from restricted funds is separately accounted for. Realised and unrealised gains and losses on assets held for a particular fund form part of that fund.

Homebuy

Under the Homebuy scheme and the Key Worker Living Initiative, the Trust received SHG representing a percentage of the open market purchase price of a property in order to advance interest free loans to a homebuyer. The loans advanced by the Trust are shown as an investment on the balance sheet against which the corresponding grant is netted. In the event that the property is sold, the Trust recovers the equivalent loaned percentage value of the property at the time of the sale. The grant becomes recyclable when the loans are repaid up to the amount of the original grant and to the extent the proceeds permit.

The Trust is able to retain any surplus proceeds less sale costs attributable to the equivalent loaned percentage share of the value of the property. If there is a fall in the value of the property the shortfall of proceeds is offset against the grant.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

1 Accounting policies (*continued*)

Homebuy (continued)

Under MyChoice Homebuy, the Trust has issued interest bearing loans representing a percentage of the open market purchase price of the properties. A percentage of this loan (either 50 per cent or 25 per cent) has been funded from the Association's own resources and the balance funded by SHG.

Loans advanced by the Trust under these arrangements are disclosed as fixed asset investments and generate income.

Joint arrangements

The Trust has entered into a number of contractual arrangements that under FRS 9 'Associates and Joint Ventures' are classed as 'a joint arrangement that is not an entity'. Accordingly the Trust has accounted for its assets, liabilities and cash flows in respect of those arrangements, measured according to the terms of the agreements governing the arrangements, and in line with the Trust's accounting policies.

Taxation

The charge for taxation is based on the surplus for the year and takes into account taxation deferred. Deferred tax is provided for on differences between the treatment of certain items for accounting and taxation purposes. It is accounted for to the extent that a liability or asset is expected to be payable or recoverable in the foreseeable future.

Value added tax

The Trust charges Value Added Tax (VAT) on some of its income and is able to recover part of the VAT it incurs on expenditure. The financial statements include VAT to the extent that it is suffered by the Group and not recoverable from HM Revenue and Customs. Recoverable VAT arises from partially exempt activities and is credited to the income and expenditure account.

Provisions

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding and restructuring.

Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

Agreements to improve existing properties

Properties are acquired from local authorities for a consideration equivalent to their 'current market value' (i.e. the normal transfer price) plus the cost of bringing them into a good state of repair. Immediately prior to the transfer, the local authority contracts with the association to carry out these refurbishment works for a fixed sum, equal to the expected cost of the required work. The terms of the local authorities' undertaking to refurbish/repair the properties and the terms of the contract with the association are essentially similar; in particular, the price is fixed and no time limit imposed.

Subcontractors are subsequently employed to carry out the work over a number of years.

The underlying substance of the transactions is reflected on a gross basis; recognising the contractual position of the association which has both a valuable asset for which it has paid (the local authorities' obligation to have the refurbishment carried out) and a legally binding obligation to complete the works under the refurbishment contract. These assets and liabilities are recognised in the balance sheet within debtors and provisions respectively.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

2 Particulars of turnover, cost of sales operating costs and operating surplus

Group	Turnover	Cost of sales	Operating Costs	Operating Surplus/ (Deficit)	Operating Surplus/ (Deficit)
	2015	2015	2015	2015	2014
	£'000	£'000	£'000	£'000	£'000
Social housing activities					
Income and expenditure from lettings - note 3	184,767	-	108,519	76,248	62,245
Other social housing activities					
First tranche sales	6,424	3,758	97	2,569	2,871
Mortgage rescue	285	-	43	242	291
Key worker living	7,975	-	-	7,975	5,223
Supporting People	15,058	-	13,696	1,362	1,330
Community investment	452	-	1,004	(552)	(660)
Other	868	-	500	368	2,119
Total other social housing activities	31,062	3,758	15,340	11,964	11,174
Non social housing activities					
Development of properties for sale	9,828	7,851	240	1,737	5,541
Market renting	3,450	-	841	2,609	2,599
Registered care homes	7,013	-	7,282	(269)	(499)
Other	4,190	-	2,516	1,674	1,033
Total non social housing activities	24,481	7,851	10,879	5,751	8,674
Total	240,310	11,609	134,738	93,963	82,093

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

2 Particulars of turnover, cost of sales operating costs and operating surplus (continued)

	Turnover	Cost of sales	Operating costs	Operating Surplus	Operating surplus
Trust	2015	2015	2015	2015	2014
	£'000	£'000	£'000	£'000	£'000
Social housing activities					
Income and expenditure from lettings - note 3	175,089	-	101,810	73,279	59,226
Other social housing activities					
First tranche sales	6,424	3,757	97	2,570	840
Mortgage rescue	285	-	43	242	291
Key worker living	7,975	-	-	7,975	5,223
Community Investment	452	-	1,004	(552)	(660)
Gift Aid	473	-	-	473	10,409
Supporting People	3,576	-	3,224	352	-
Other	764	-	500	264	2,096
Total other social housing activities	19,949	3,757	4,868	11,324	18,199
Non social housing activities					
Development of properties for sale	964	669	42	253	(362)
Market renting	1,678	-	272	1,406	1,362
Registered care homes	1,546	-	1,758	(212)	-
Other	2,856	-	1,064	1,792	2,314
Total non social housing activities	7,044	669	3,136	3,239	3,314
Total	202,082	4,426	109,814	87,842	80,739

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

3 Particulars of income and expenditure from lettings

Group	General Needs housing 2015 £'000	Supported housing 2015 £'000	Other Housing Provision 2015 £'000	LCHO 2015 £'000	Total 2015 £'000	Total 2014 £'000
Income from letting						
Rent receivable net of identifiable service charges	119,930	24,186	2,334	15,283	161,733	155,703
Charges for support services	-	324	-	-	324	515
Service charges receivable	9,700	7,440	127	4,163	21,430	19,929
Net rental income	129,630	31,950	2,461	19,446	183,487	176,147
Revenue grants from local authorities and other agencies	-	-	-	-	-	-
Management fees	72	22	26	1,144	1,264	1,198
Total income from lettings	129,702	31,988	2,487	20,590	184,767	177,359
Expenditure on letting activities						
Services	13,612	5,604	375	3,773	23,364	20,843
Management	31,367	8,780	724	3,999	44,870	49,350
Routine maintenance	10,829	2,609	308	295	14,041	16,731
Planned maintenance	5,766	1,237	162	286	7,451	7,443
Major repairs	2,028	269	71	264	2,632	1,853
Bad debts	283	321	128	62	794	1,711
Lease charges	167	765	1	26	959	1,250
Depreciation	12,425	-	-	-	12,425	14,612
Accelerated Depreciation	286	-	-	-	286	383
Impairment	1,697	-	-	-	1,697	938
Total expenditure	78,460	19,585	1,769	8,705	108,519	115,114
Surplus on social housing	51,242	12,403	718	11,885	76,248	62,245
Rent loss through voids	(2,845)	(2,207)	(147)	(78)	(5,277)	(3,599)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

3 Particulars of income and expenditure from lettings (continued)

	General Needs housing	Supported housing	Other Housing Provision	LCHO	Total	Total
Trust	2015	2015	2015	2015	2015	2014
	£'000	£'000	£'000	£'000	£'000	£'000
Income from letting						
Rent receivable net of identifiable service charges	112,841	23,316	2,334	15,283	153,774	147,667
Charges for support services	-	5	-	-	5	24
Service charges receivable	8,300	7,440	127	4,163	20,030	18,523
Net rental income	121,141	30,761	2,461	19,446	173,809	166,214
Revenue grants from local authorities and other agencies	-	16	-	-	16	14
Management fees	72	22	26	1,144	1,264	1,198
Total income from lettings	121,213	30,799	2,487	20,590	175,089	167,426
Expenditure on letting activities						
Services	11,843	5,404	375	3,773	21,395	19,969
Management	29,925	8,276	724	3,999	42,924	46,639
Routine maintenance	10,373	2,587	308	295	13,563	16,082
Planned maintenance	5,457	1,237	162	286	7,142	7,241
Major repairs	1,662	269	71	264	2,266	1,813
Bad debts	233	243	128	62	666	1,555
Lease charges	167	263	1	26	457	498
Depreciation	11,414	-	-	-	11,414	13,082
Accelerated Depreciation	286	-	-	-	286	383
Impairment	1,697	-	-	-	1,697	938
Total expenditure	73,057	18,279	1,769	8,705	101,810	108,200
Operating surplus on lettings	48,156	12,520	718	11,885	73,279	59,226
Rent loss through voids	(2,184)	(2,017)	(147)	(78)	(4,426)	(2,824)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

4 Directors' emoluments

The Directors are defined as the Members of the Board, the Chief Executive and the remaining Executive Management Team as set out on page 3.

	2015 £	2014 £
The aggregate emoluments, including pension contributions, paid to or receivable by executive directors	1,096,152	939,331
The aggregate emoluments paid to or receivable by non executive directors	99,717	96,532

The executive directors comprised 8 people as outlined in section 1 of the Report and Financial Statements (2014: 6 posts). The Chief Executive was the highest paid director of the Group in the year; his total remuneration (excluding pension contributions) for the year is set out below.

	2015 £	2014 £
Chief Executive	228,313	205,812

The Chief Executive is an ordinary member of the Metropolitan pension scheme and no enhanced or special terms apply. Metropolitan does not make any further contribution to an individual pension arrangement for the Chief Executive.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

5 Employee information

The average monthly full time equivalent number of people (including executives) employed during the year was:

	Group 2015 Number	Group 2014 Number
Senior Managers and Executives	8	10
Office staff	709	720
Scheme staff	591	723
	<u>1,308</u>	<u>1,453</u>

Staff costs (for the people above):	2015 £'000	2014 £'000
Wages and salaries	37,929	39,854
Social security costs	3,260	3,247
Pension costs (Note 25)	1,067	1,103
	<u>42,256</u>	<u>44,204</u>
Group staff costs	42,256	44,204
Less: amounts recharged to subsidiaries	<u>(12,544)</u>	<u>(17,934)</u>
Staff costs for the Trust	<u>29,712</u>	<u>26,270</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 *(continued)*

5 Employee information *(continued)*

Number of staff (including Executive Directors) who were paid over £60,000 in the year (excluding pension contributions):	Restated*	
	2015 Number	2014 Number
£60,000 - £70,000	13	8
£70,001 - £80,000	10	8
£80,001 - £90,000	7	5
£90,001 - £100,000	5	1
£100,001 - £110,000	1	-
£110,001 - £120,000	-	1
£130,001 - £140,000	-	1
£140,001 - £150,000	1	2
£150,001 - £160,000	1	-
£170,001 - £180,000	-	1
£180,001 - £190,000	1	-
£200,001 - £210,000	-	1
£220,001 - £230,000	1	-
	40	28

*2014 originally published figure excluded Executive Directors.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

6. Operating Surplus

Operating surplus is stated after charging:	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Depreciation:				
Tangible fixed assets- Housing properties	12,425	14,612	11,414	13,082
Other fixed assets	1,000	1,459	1,000	1,458
Accelerated depreciation on component - tangible fixed assets	286	383	286	383
Impairment	1,697	938	1,697	938
Operating leases charges				
Offices	754	932	743	932
Other buildings non office	959	773	457	-
Leases non buildings	31	1,344	17	1,344
Auditor's remuneration (excluding VAT):				
audit of these financial statements	154	154	136	102
in respect of other services	<u>37</u>	<u>36</u>	<u>37</u>	<u>36</u>

7 Surplus on sale of properties not developed for outright sale

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Proceeds of sales	30,752	24,802	28,739	23,508
Less:				
Costs of sales	(17,476)	(15,471)	(16,684)	(14,473)
Transfer to DPF	(600)	(523)	(600)	(523)
Grant abatement	1,282	1,613	1,282	1,613
Total	<u>13,958</u>	<u>10,421</u>	<u>12,737</u>	<u>10,125</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 *(continued)*

8 Interest receivable and similar income

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Bank interest	152	81	152	81
Bank deposits	658	935	625	826
Subsidiary companies	-	-	243	255
Regeneration partners	886	1,145	886	1,145
Investment income	786	800	389	335
	<u>2,482</u>	<u>2,961</u>	<u>2,295</u>	<u>2,642</u>

9 Interest payable and similar charges

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Interest on loans repayable	51,783	52,048	45,762	46,142
Net Interest (income)/ cost on pension fund	(22)	58	(22)	58
Interest on finance leases	50	10	50	10
Interest on recycled capital grant fund and disposal proceeds fund (Note 19 & 20)	332	424	331	424
Bond buyback	-	2,336	-	2,336
	<u>52,143</u>	<u>54,876</u>	<u>46,121</u>	<u>48,970</u>
Less: Interest capitalised	(2,280)	(223)	(2,134)	(177)
	<u>49,863</u>	<u>54,653</u>	<u>43,987</u>	<u>48,793</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

10 Taxation

Subsidiaries are subject to corporation tax on taxable profits.

The tax charge for the period comprises	Group 2015 £000	Group 2014 £000
Current tax:		
UK Corporation tax on taxable profits of the period at 21% (2014: 23%)	54	-
Adjustments in respect of prior periods	-	597
	<hr/>	<hr/>
Tax on surplus on ordinary activities	54	597
	<hr/>	<hr/>

The current tax charge for the period is lower than the standard rate of corporation tax in the UK, 21% (2014: 23%). The differences are explained below.

Reconciliation of current tax credit	Group 2015 £000	Group 2014 £000
Surplus on ordinary activities before tax	60,540	40,822
Surplus on ordinary activities multiplied by the standard rate of corporation tax in the UK of 21% (2014: 23%)	12,713	9,389
Surplus covered by charitable exemption	(12,659)	(9,389)
Adjustments in respect of prior periods	-	597
	<hr/>	<hr/>
Current tax payable for the year	54	597
	<hr/>	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

10 Taxation (*continued*)

The tax charge for the period comprises	Trust 2015 £000	Trust 2014 £000
Current tax:		
UK Corporation tax on taxable profits of the period at 21% (2014: 23%)	54	-
Adjustments in respect of prior periods	-	-
Tax on surplus on ordinary activities	54	-

The current tax charge for the period is lower than the standard rate of corporation tax in the UK, 21% (2014: 23%). The differences are explained below.

Reconciliation of current tax credit	Trust 2015 £000	Trust 2014 £000
Surplus on ordinary activities before tax	58,887	44,713
Surplus on ordinary activities multiplied by the standard rate of corporation tax in the UK of 21% (2014: 23%)	12,366	10,284
Surplus covered by charitable exemption	(12,312)	(10,284)
Adjustments in respect of prior periods	-	-
Current tax payable for the year	54	-

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

11a Tangible fixed assets – Group

	Housing properties under construction		Completed housing properties		Commercial and community properties	Total
	Letting £'000	Low cost home ownership £'000	Letting £'000	Low cost home ownership £'000	£'000	£'000
<i>Cost</i>						
At 1 April 2014	97,652	19,985	2,088,899	281,764	17,769	2,506,069
Reclassifications *	6,778	(9,135)	(25,279)	22,620	5,016	-
Schemes completed in year	(32,014)	(11,177)	31,987	11,177	27	-
Additions - new build	76,799	33,572	-	-	1,845	112,216
Additions - components	-	-	9,430	-	-	9,430
Additions - new acquisition	-	-	-	509	-	509
Disposals	-	-	(3,156)	(14,894)	-	(18,050)
At 31 March 2015	149,215	33,245	2,101,881	301,176	24,657	2,610,174
<i>Social Housing Grant</i>						
At 1 April 2014	3,267	3,413	1,090,977	115,167	7,457	1,220,281
Reclassifications	2,697	(1,318)	36	1,202	(2,617)	-
Schemes completed in year	(10,041)	(2,956)	10,041	2,956	-	-
Received during year	1,508	78	-	-	-	1,586
Recycled on disposals	-	-	(992)	(5,026)	-	(6,018)
Grant released to revenue	-	-	(17)	(8)	-	(25)
Transfer to/from RCGF/DPF	12,183	5,063	-	-	-	17,246
At 31 March 2015	9,614	4,280	1,100,045	114,291	4,840	1,233,070
<i>Depreciation</i>						
At 1 April 2014	-	-	122,742	-	280	123,022
Reclassified	-	-	(165)	-	165	-
Charge for year	-	-	12,425	-	-	12,425
Eliminated in respect of disposals	-	-	(682)	-	-	(682)
At 31 March 2015	-	-	134,320	-	445	134,765
<i>Impairment</i>						
At 1 April 2014	25,099	1,932	4,006	32	-	31,069
Charge for year	1,213	-	484	-	-	1,697
Released on disposal	(77)	-	-	-	-	(77)
At 31 March 2015	26,235	1,932	4,490	32	0	32,689
<i>Net book value</i>						
At 31 March 2015	113,366	27,033	863,026	186,853	19,372	1,209,650
At 31 March 2014	69,286	14,640	871,174	166,565	10,032	1,131,697

* A review on the Asset Register identified classification errors. The reclassification corrected these errors.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

11a Tangible fixed assets – Trust

	Housing properties under construction		Completed housing properties		Commercial and community properties	Total £'000
	Letting £'000	Low cost home ownership £'000	Letting £'000	Low cost home ownership £'000	£'000	
<i>Cost</i>						
At 1 April 2014	62,522	19,986	1,949,675	264,982	15,329	2,312,494
Reclassifications *	6,778	(9,135)	(25,549)	22,922	4,984	-
Schemes completed in year	(32,014)	(11,177)	31,987	11,177	27	-
Additions - new build	65,236	33,572	-	-	1,897	100,705
Additions - components	-	-	9,391	-	-	9,391
Additions - new acquisition	-	-	-	509	-	509
Disposals	-	-	(2,782)	(14,460)	-	(17,242)
Transfer from subsidiary undertakings	-	-	7,041	-	-	7,041
At 31 March 2015	102,522	33,246	1,969,763	285,130	22,237	2,412,898
<i>Social Housing Grant</i>						
At 1 April 2014	2,823	3,413	1,026,342	112,123	7,457	1,152,158
Reclassifications	2,697	(1,318)	36	1,202	(2,617)	-
Schemes completed in year	(10,041)	(2,956)	10,041	2,956	-	-
Received during year	1,380	78	-	-	-	1,458
Recycled on disposals	-	-	(992)	(4,914)	-	(5,906)
Grant released to revenue	-	-	(14)	-	-	(14)
Transfer from subsidiary undertakings	-	-	6,914	-	-	6,914
Transfer from RCGF/DPF	12,183	5,063	-	-	-	17,246
At 31 March 2015	9,042	4,280	1,042,327	111,367	4,840	1,171,856
<i>Depreciation</i>						
At 1 April 2014	-	-	117,290	-	280	117,570
Reclassified	-	-	(165)	-	165	-
Transfer from subsidiary undertakings	-	-	32	-	-	32
Charge for year	-	-	11,414	-	-	11,414
Eliminated in respect of disposals	-	-	(664)	-	-	(664)
At 31 March 2015	-	-	127,907	-	445	128,352
<i>Impairment</i>						
At 1 April 2014	25,099	1,932	4,006	32	-	31,069
Charge for year	1,213	-	484	-	-	1,697
Release on disposal	(77)	-	-	-	-	(77)
At 31 March 2015	26,235	1,932	4,490	32	0	32,689
<i>Net book value</i>						
At 31 March 2015	67,245	27,034	795,039	173,731	16,952	1,080,001
At 31 March 2014	34,600	14,641	802,037	152,827	7,592	1,011,697

* A review on the Asset Register identified classification errors. The reclassification corrected these errors.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

11a Tangible fixed assets (*continued*)

At 31st March 2015 the Group housing properties were estimated to have an open market value in the region of £6.6 billion compared to a cost of £2.6 billion. The figure has been derived using weighted average values from a recent valuation exercise which has been extrapolated across our total stock.

Additions to housing properties in the course of construction during the year included capitalised interest of £2,280k (2014: £223k) for the Group and £2,134k (2014: £177k) for the Trust. The weighted average cost of capital was 4.9% (2014: 4.7%). The aggregate amount capitalised for the Group is £85.067m (2014: £82.787m).

The Board is of the opinion that the value of the property on an Open Market Vacant Possession Value basis on the balance sheet date was not less than its insured reinstatement value.

Housing Properties at Net Book Value comprises:

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Freeholds	1,102,295	1,016,156	972,646	896,203
Long Leaseholds	107,355	115,541	107,355	115,494
	<hr/>	<hr/>	<hr/>	<hr/>
	1,209,650	1,131,697	1,080,001	1,011,697
	<hr/>	<hr/>	<hr/>	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

11b Tangible other fixed assets

Group	Freehold office premises £'000	Freehold commercial premises £'000	Leasehold office premises £'000	Furniture and equipment £'000	Computer equipment £'000	Total £'000
<i>Cost</i>						
At 1 April 2014	10,747	306	4,648	2,597	10,433	28,731
Additions	40	-	-	-	1,021	1,061
Disposals	(35)	-	(92)	(949)	(2,956)	(4,032)
At 31 March 2015	10,752	306	4,556	1,648	8,498	25,760
<i>Grant</i>						
As at 1 April 2014 and 31st March 2015	-	-	-	7	-	7
<i>Depreciation</i>						
At 1 April 2014	2,246	182	2,129	2,453	9,092	16,102
Charge for the year	107	2	56	-	835	1,000
Disposals	-	-	(92)	(812)	(2,582)	(3,486)
At 31 March 2015	2,353	184	2,093	1,641	7,345	13,616
<i>Net book value</i>						
At 31 March 2015	8,399	122	2,463	-	1,153	12,137
At 31 March 2014	8,501	124	2,519	137	1,341	12,622

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

11b Tangible other fixed assets

Trust	Freehold office premises £'000	Freehold commercial premises £'000	Leasehold office premises £'000	Furniture and equipment £'000	Computer equipment £'000	Total £'000
<i>Cost</i>						
At 1 April 2014	10,764	477	4,632	2,334	10,336	28,543
Additions	-	-	-	-	1,021	1,021
Disposals	(35)	-	(79)	(800)	(2,924)	(3,838)
At 31 March 2015	10,729	477	4,553	1,534	8,433	25,726
<i>Grant</i>						
As at 1 April 2014 and 31st March 2015	-	-	-	7	-	7
<i>Depreciation</i>						
At 1 April 2014	2,223	184	2,116	2,188	8,991	15,702
Charge for the year	107	2	56	-	835	1,000
Disposals	-	-	(79)	(661)	(2,551)	(3,291)
At 31 March 2015	2,330	186	2,093	1,527	7,275	13,411
Net book value						
At 31 March 2015	8,399	291	2,460	-	1,158	12,308
At 31 March 2014	8,541	293	2,516	139	1,345	12,834

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

12 Other investments

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Bond securities	5,519	5,046	5,519	5,046
Other investments	12,746	11,349	12,746	-
Bank deposits	49,974	11,114	44,974	8,114
	<u>68,239</u>	<u>27,509</u>	<u>63,239</u>	<u>13,160</u>

Bond securities are shown at valuation and largely represent amounts deposited with lenders as security for the repayment of loans on maturity. The surplus on revaluation for the year is £0.5m (2014: deficit £0.2m) and is included in the revaluation reserve (note 22).

Other investments include monies held as part of the Migration Foundation and are external investments managed by CCLA. As these are managed funds they have not been split into their constituent types. The original investments were made in 2011 from the Ashmore Fund. Revaluation surpluses in respect of these investments are reported within Restricted Reserves at note 22.

Bank deposits represent surplus cash invested in term deposits or cash held as security in relation to loan obligations. This has increased during the year largely as a result of temporarily replacing property security pledged with one of our lenders with cash. This has been done to facilitate some changes to the portfolio of properties in charge to two of our lenders.

13 Stock

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Work in progress Low Cost Home Ownership	13,427	3,920	13,427	3,920
Completed properties Low Cost Home Ownership	2,908	988	2,908	988
Work in progress Outright Sales Developments	12,473	11,307	-	-
Completed properties Outright Sales Developments	195	2,872	50	1,192
	<u>29,002</u>	<u>19,087</u>	<u>16,384</u>	<u>6,100</u>

The stock figure above includes capitalised interest of £558k.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

14 Debtors

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Receivable within one year:				
Rental debtors	23,010	22,918	21,745	19,386
Less: provisions	<u>(9,971)</u>	<u>(9,466)</u>	<u>(8,944)</u>	<u>(7,769)</u>
Net rental debtors	13,039	13,452	12,801	11,617
Amounts owed by subsidiary undertakings				9,396
Amounts owed by partners in regeneration schemes	3,139	4,301	3,139	4,301
Prepayment in respect of major repairs to housing properties	22,877	12,750	5,686	4,562
Prepayments and accrued income	2,926	2,911	2,835	2,670
VAT debtor	1,086	-	276	-
Other debtors	7,655	13,635	5,497	8,723
	<u>50,722</u>	<u>47,049</u>	<u>30,234</u>	<u>41,269</u>
Receivable after one year:				
Staff loans	63	44	63	44
Intercompany loan			14,350	3,750
Prepayment in respect of major repairs to housing properties	6,059	26,971	6,059	9,254
	<u>6,122</u>	<u>27,015</u>	<u>20,472</u>	<u>13,048</u>
Total Debtors	<u>56,844</u>	<u>74,064</u>	<u>50,706</u>	<u>54,317</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

15 Creditors: amounts falling due within one year

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Housing loans (secured – note 17)	3,954	4,600	3,692	4,346
Trade creditors	2,695	7,610	2,674	7,447
Due to subsidiary undertakings	-	-	1,858	811
Social Housing Grant repayable	-	196	-	196
Amounts owed in respect of housing property development	12,939	4,984	10,802	2,969
Other taxation and social security	948	1,152	948	1,152
Other creditors	18,392	11,856	14,722	11,900
Obligations under finance leases (Note 17)	21	20	21	20
Corporation Tax	54	597	54	-
Accruals and deferred income	41,551	35,662	38,312	32,152
Recycled Capital Grant Fund (Note 19)	6,419	58,900	6,419	58,801
Disposals Proceeds Fund (Note 20)	366	1,795	366	1,795
Rent and service charge paid in advance	9,721	8,955	9,223	7,280
	<u>97,060</u>	<u>136,327</u>	<u>89,091</u>	<u>128,869</u>

Other creditors includes £7.8m (2014: £7.7m) in respect of major works sinking fund monies received from leaseholders. This money is held in a ring-fenced account and is included in the cash and bank at hand figure on the balance sheet.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 *(continued)*

16 Creditors: amounts falling due after one year

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Housing loans repayable on maturity (note 17)	459,365	454,634	453,776	454,634
Housing loans repayable by instalment (note 17)	523,467	553,600	430,586	454,866
Obligations under finance leases (note 17)	661	682	661	682
Amounts owed in respect of housing properties under development	1,362	699	1,143	699
Recycled Capital Grant Fund (note 19)	87,628	33,509	87,172	33,149
Disposal Proceeds Fund (note 20)	2,539	518	2,539	518
	<u>1,075,022</u>	<u>1,043,642</u>	<u>975,877</u>	<u>944,548</u>

17 Housing Loans

Group	Loans repayable on maturity 2015 £'000	Loans repayable by instalment 2015 £'000	Total 2015 £'000	Total 2014 £'000
Within one year	-	3,954	3,954	4,600
Between one and two years	39,433	6,763	46,196	2,581
Between two and five years	12,090	20,423	32,513	66,642
In more than five years	<u>407,842</u>	<u>496,281</u>	<u>904,123</u>	<u>939,011</u>
	<u>459,365</u>	<u>527,421</u>	<u>986,786</u>	<u>1,012,834</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

Trust	Loans repayable on maturity 2015 £'000	Loans repayable by instalment 2015 £'000	Total 2015 £'000	Total 2014 £'000
Within one year	-	3,692	3,692	4,346
Between one and two years	39,433	4,375	43,808	2,496
Between two and five years	12,090	15,760	27,850	61,778
In more than five years	402,252	410,452	812,704	845,226
	<u>453,775</u>	<u>434,278</u>	<u>888,054</u>	<u>913,846</u>

At 31 March 2015 the undrawn borrowing facilities for the Group were £209m (2014: £194m) and £184m (2014: £169m) for the Trust.

The majority of loans are secured by way of fixed charge over a portfolio of our housing properties. The remaining loans are secured by way of floating charge.

90% of our interest is fixed or hedged, with rates between 3% and 12%. The remaining 10% varies with market rates.

Obligations under finance leases:

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Within one year	21	20	21	20
Between one and two years	23	21	23	21
Between two and five years	79	74	79	74
In more than five years	559	587	559	587
	<u>682</u>	<u>702</u>	<u>682</u>	<u>702</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

18 Provision for liabilities

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Provision for major repairs on stock transfers				
Brought forward	39,721	70,940	13,817	43,865
Utilised in period	<u>(10,785)</u>	<u>(31,219)</u>	<u>(2,072)</u>	<u>(30,048)</u>
Carried Forward	<u>28,936</u>	<u>39,721</u>	<u>11,745</u>	<u>13,817</u>
Major repairs leaseholder				
Brought forward	-	333	-	333
Increase in provision	792	-	792	-
Decrease in provision	<u>-</u>	<u>(333)</u>	<u>-</u>	<u>(333)</u>
Carried Forward	<u>792</u>	<u>-</u>	<u>792</u>	<u>-</u>
Restructuring provisions				
Brought forward	1,095	2,664	814	1,600
Additional charge in the year	14	980	14	723
Utilised in period	(726)	(2,549)	(662)	(1,509)
Transfer from MST to MHT	<u>-</u>	<u>-</u>	<u>217</u>	<u>-</u>
Carried Forward	<u>383</u>	<u>1,095</u>	<u>383</u>	<u>814</u>
Overage for Lymington Fields gap funding				
	<u>138</u>	<u>138</u>	<u>-</u>	<u>-</u>
	<u>30,249</u>	<u>40,954</u>	<u>12,920</u>	<u>14,631</u>

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding, and restructuring. Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

The major repairs provision relates to the transfer of the Ashmole Estate from the London Borough of Lambeth (Trust) and transfer of the Clapham Park Estate from London Borough of Lambeth to Clapham Park Homes Ltd (Group). These provisions are periodically reviewed and reassessed at the balance sheet date to reflect the fair value of the works to be completed.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

18 Provision for liabilities and charges (continued)

The Customer Service Delivery Model (CSDM) and the Partnership Services Delivery Model (PSDM) are restructuring of the front line and back office staff respectively. These restructures are enabling Metropolitan to provide high quality, efficient and cost effective services delivery across the country. The PSDM restructure is now complete and CSDM restructure is on-going with provision of £0.4 million at 31 March 2015 (2014; £0.7 million).

The overage provision relates to the potential clawback of gap funding on the Lymington Fields scheme. This funding was provided by the Homes and Communities Agency as part of the London Wide Initiative, and the clawback provision within the funding agreement runs for 10 years until December 2019. The provision is held within the accounts of Metropolitan Living Limited.

19 Recycled capital grant fund

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
As at 1 April	92,409	75,006	91,950	74,867
Grants recycled upon relevant events	6,018	5,697	5,906	5,377
Interest	321	413	320	413
RCGF utilised on new build	(17,246)	(962)	(17,246)	(40)
Starter Homes Initiative and Key Worker Living Fund	12,545	12,255	12,528	12,255
Transfers from / (to) subsidiary undertakings	-	-	133	(922)
	<u>94,047</u>	<u>92,409</u>	<u>93,591</u>	<u>91,950</u>
RCGF Creditor falling due in one year	6,419	58,900	6,419	58,801
RCGF Creditor falling due after one year	87,628	33,509	87,172	33,149
	<u>94,047</u>	<u>92,409</u>	<u>93,591</u>	<u>91,950</u>

£41.3m of the RCGF balance is over 3 years old and therefore repayable to the HCA/GLA. Of this £6.4m is repayable in 2015/16 and £34.9m is repayable in 2016/17.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

20 Disposals proceeds fund

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
At 1 April	2,313	2,034	2,313	2,034
Adjustment in prior year	(19)	-	(19)	-
Grants recycled	600	523	600	523
Interest	11	11	11	11
Repayment of DPF	-	(255)	-	(255)
	<u>2,905</u>	<u>2,313</u>	<u>2,905</u>	<u>2,313</u>
At 31 March	2,905	2,313	2,905	2,313
DPF Creditor falling due in one year	366	1,795	366	1,795
DPF Creditor falling due after one year	2,539	518	2,539	518
	<u>2,905</u>	<u>2,313</u>	<u>2,905</u>	<u>2,313</u>

The amount repayable to the HCA / GLA is nil

21 Share capital

	2015 Number	2014 Number
Opening balance	38	52
Shares issued	-	2
Shares cancelled	(7)	(16)
	<u>31</u>	<u>38</u>
Closing balance	31	38

Shares can neither be withdrawn or transferred (except between nominees of an unincorporated body), carry no right to interest, dividend or bonus and shall not be held jointly unless by two nominees of an unincorporated body. On death, expulsion or withdrawal as a member their share shall be cancelled and the paid up amount becomes the property of the Trust.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

22 Capital and reserves

	General Reserve	Common Fund	Designated Reserve	Revaluation Reserve	Restricted Reserve	Total
Group	£'000	£'000	£'000	£'000	£'000	£'000
At 1 April 2014	214,239	121	2,022	486	11,691	228,559
Surplus for the year	60,486	-	-	-	-	60,486
Transfer in the year	2,321	-	(2,022)	-	(299)	-
Actuarial loss on pension scheme	(813)	-	-	-	-	(813)
Revaluation surplus	-	-	-	511	1,043	1,554
At 31 March 2015	276,233	121	-	997	12,435	289,786
Trust	General Reserve	Common Fund	Designated Reserve	Revaluation Reserve	Restricted Reserve	Total
	£'000	£'000	£'000	£'000	£'000	£'000
At 1 April 2014	185,886	121	2,022	483	-	188,512
Surplus for the year	58,833	-	-	-	-	58,833
Transfer in the year	1,967	-	(2,022)	-	55	-
Transfer from subsidiary undertakings	909	-	-	3	12,270	13,182
Actuarial loss on pension scheme	(813)	-	-	-	-	(813)
Revaluation surplus	-	-	-	511	109	620
At 31 March 2015	246,782	121	-	997	12,434	260,334

The Common Fund is a designated reserve established in accordance with the rules of the Trust for such charitable purposes as the Board may from time to time determine.

Designated reserves are no longer required and have been transferred into General Reserves.

Transfer of subsidiary undertakings figures relate to the transfer of the MST business into the Trust during the year.

The Restricted Reserve relates to a charitable bequest, and the purpose to which the bequest can be applied is restricted. The proceeds of the bequest have been invested in accordance with the terms of the bequest. The revaluation surplus of £1,043k (Group) and £109k (Trust) reflects the increase in market value of these investments as at 31 March 2015.

The revaluation reserve relates to the unrealised gains on bonds held within the Trust.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

23 Capital commitments

	Group 2015 £'000	Group 2014 £'000	Trust 2015 £'000	Trust 2014 £'000
Capital expenditure that has been contracted for	127,717	71,859	118,532	71,714
Capital expenditure that has been authorised by the Board but has not yet been contracted for	89,558	21,169	89,537	18,602

The amount contracted for at 31 March 2015 will be funded from cash reserves, private finance loans, Social Housing Grant and the proceeds of sales. The Board expects the expenditure it has authorised to be fully financed in this way. Under regulations approved by the Board, appropriate officers and employees may authorise expenditure to certain levels, and such authorised expenditure is included above.

24 Operating leases

The Group and Trust holds several office premises on operating leases, and also holds in addition a number of leases to provide temporary accommodation for asylum seekers. At 31 March 2015 the Group and Trust had annual commitments under these leases as follows:

	2015 Land and Buildings £'000	2015 Other £'000	2014 Land and buildings £'000	2014 Other £'000
Leases expiring in:				
Less than one year	578	80	633	66
Two to five years	1,614	70	1,349	93
More than five years	1,313	-	991	-
	3,505	150	2,973	159

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions

Social Housing Pension Scheme (SHPS)

Metropolitan Housing Trust participates in the Social Housing Pension Scheme (the Scheme). The Scheme is funded and is contracted-out of the State Pension scheme.

The Scheme is a multi-employer defined benefit scheme. Employer participation in the Scheme is subject to adherence with the employer responsibilities and obligations as set out in the 'SHPS House Policies and Rules Employer Guide'.

The Scheme operated a single benefit structure, final salary with a 1/60th accrual rate until 31 March 2007. From April 2007 three defined benefit structures have been available, namely:

Final salary with a 1/60th accrual rate.

Final salary with a 1/70th accrual rate.

Career average revalued earnings (CARE) with a 1/60th accrual rate.

From April 2010 a further two defined benefit structures have been available, namely:

Final salary with a 1/80th accrual rate.

Career average revalued earnings (CARE) with a 1/80th accrual rate.

A defined contribution benefit structure was made available from 1 October 2010.

A Career average revalued earnings (CARE) structure with a 1/120th accrual rate was made available from 1 April 2013. This structure is contracted-in to the State Second Pension scheme.

An employer can elect to operate different benefit structures for their active members and their new entrants. An employer can operate one open defined benefit structure plus CARE 1/120th, plus the defined contribution benefit structure at any one time. An open benefit structure is one which new entrants are able to join.

Metropolitan Housing Trust currently operates both Defined Benefits and Defined Contribution schemes for active members.

The Trustee commissions an actuarial valuation of the Scheme every three years. The main purpose of the valuation is to determine the financial position of the Scheme in order to determine the level of future contributions required, in respect of each benefit structure, so that the Scheme can meet its pension obligations as they fall due. From April 2007 the split of the total contribution rate between member and employer is set at individual employer level, subject to the employer paying no less than 50% of the total contribution rate. From 1 April 2010 the requirement for employers to pay at least 50% of the total contribution rate no longer applies.

The actuarial valuation assesses whether the Scheme's assets at the valuation date are likely to be sufficient to pay the pension benefits accrued by members as at the valuation date. Asset values are calculated by reference to market levels. Accrued pension benefits are valued by discounting expected future benefit payments using a discount rate calculated by reference to the expected future investment returns.

During the accounting period Metropolitan Housing Trust paid contributions at the rate of 1% to 8% (2014: 1% to 8%) and member contributions varied between 1% and 16% (2014: 1% to 16%).

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions (*continued*)

Social Housing Pension scheme (*continued*)

As at the balance sheet date there were 887 active members of the Scheme (2014: 1,104) employed by Metropolitan Housing Trust. The annual pensionable payroll in respect of these members was £24.0 Million (2014: £27.6 Million). Metropolitan Housing Trust continues to offer membership of the Defined Contribution Scheme to its employees.

It is not possible in the normal course of events to identify on a reasonable and consistent basis the share of underlying assets and liabilities belonging to individual participating employers. The Scheme is a multi-employer scheme, where the assets are co-mingled for investment purposes, and benefits are paid out of total Scheme assets. Accordingly, due to the nature of the Scheme, the accounting charge for the period under FRS17 represents the employer contribution payable.

The last formal valuation of the Scheme was performed as at 30 September 2011 by a professionally qualified Actuary using the Projected Unit Method. The market value of the Scheme's assets at the valuation date was £2,062 million. The valuation revealed a shortfall of assets compared with the value of liabilities of £1,035 million, equivalent to a past service funding level of 67.0%.

The Scheme Actuary is currently finalising the 2014 valuation but key provisional results have been confirmed. As at 30 September 2014, the market value of the Scheme's assets was £3,123 million. There was a shortfall of assets compared with the value of liabilities of £1,323 million, equivalent to a past service funding level of 70%.

The financial assumptions underlying the valuation as at 30 September 2011 were as follows:

Valuation Discount Rates:	% p.a.
Pre-Retirement	7.0
Non Pensioner Post Retirement	4.2
Pensioner Post Retirement	4.2
Pensionable Earnings Growth	2.5 per annum for 3 years, then 4.4
Price Inflation (RPI)	2.9
Pension Increases:	
Pre 88 GMP	0.0
Post 88 GMP	2.0
Excess Over GMP	2.4

Expenses for death-in-service insurance, administration and Pension Protection Fund (PPF) levy are included in the contribution rate.

The valuation was carried out using the following demographic assumptions:

Mortality pre-retirement – 41% SAPS S1 Male / Female All Pensioners (amounts), Year of Birth, CMI_2009 projections with long term improvement rates of 1.5% p.a. for Males and 1.25% p.a. for Females.

Mortality post retirement – 97% SAPS S1 Male / Female All Pensioners (amounts), Year of Birth, CMI_2009 projections with long term improvement rates of 1.5% p.a. for Males and 1.25% p.a. for Females.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

25 Pensions (continued)

Social Housing Pension scheme (continued)

The long-term joint contribution rates required from April 2013 from employers and members to meet the cost of future benefit accrual were assessed at:

Benefit Structure	Long-term Joint Contribution Rate (% of pensionable salaries)
Final salary with a 1/60th accrual rate	19.4
Final salary with a 1/70th accrual rate	16.9
Career average revalued earnings (CARE) with a 1/60th accrual rate	18.1
Final salary with a 1/80th accrual rate	14.8
Career average revalued earnings (CARE) with a 1/80th accrual rate	14.0
Career average revalued earnings (CARE) with a 1/120th accrual rate	9.7

If an actuarial valuation reveals a shortfall of assets compared to liabilities the Trustee must prepare a Recovery Plan setting out the steps to be taken to make up the shortfall.

Following consideration of the results of the actuarial valuation it was agreed that the shortfall of £1,035 million would be dealt with by the payment of deficit contributions as shown in the table below:

From 1 April 2013 to 30 September 2020	A cash amount(*) equivalent to 7.5% of members' earnings per annum (payable monthly and increasing by 4.7% per annum each 1 April)
From 1 October 2020 to 30 September 2023	A cash amount(*) equivalent to 3.1% of members' earnings per annum (payable monthly and increasing by 4.7% per annum each 1 April)
From 1 April 2013 to 30 September 2026	£30,640,000 per annum (payable monthly and increasing by 3% per annum each 1 April; first increase on 1 April 2014)

(*) The contributions of 7.5% will be expressed in nominal pound terms (for each employer), increasing each year in line with the earnings growth assumption used in the 30 September 2008 valuation (i.e. 4.7% per annum). The contributions of 3.1% will be calculated by proportioning the nominal pound payment at the time of the change. Earnings at 30 September 2008 (for each Employer) will be used as the reference point for calculating these contributions.

These deficit contributions are in addition to the long-term joint contribution rates as set out above.

Employers that participate in the Scheme on a non-contributory basis pay a joint contribution rate (i.e. a combined employer and employee rate).

Employers that have closed the defined benefit section of the Scheme to new entrants are required to pay an additional employer contribution loading of 2.5% to reflect the higher costs of a closed arrangement.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions (*continued*)

Social Housing Pension scheme (*continued*)

A small number of employers are required to contribute at a different rate to reflect the amortisation of a surplus or deficit on the transfer of assets and past service liabilities from another pension scheme into the Scheme.

New employers that do not transfer any past service liabilities to the Scheme pay contributions at the ongoing future service contribution rate. This rate is reviewed at each valuation and new employers joining the Scheme between valuations up until 1 April 2010 do not contribute towards the deficit until two valuations have been completed after their date of joining. New employers joining the Scheme after 1 April 2010 will be liable for past service deficit contributions from the valuation following joining. Contribution rates are changed on the 1 April that falls 18 months after the valuation date.

A copy of the Recovery Plan, setting out the level of deficit contributions payable and the period for which they will be payable, must be sent to The Pensions Regulator. The Regulator has the power under Part 3 of the Pensions Act 2004 to issue scheme funding directions where it believes that the actuarial valuation assumptions and/or Recovery Plan are inappropriate. For example the Regulator could require that the Trustee strengthens the actuarial assumptions (which would increase the Scheme liabilities and hence impact on the Recovery Plan) or impose a schedule of contributions on the Scheme (which would effectively amend the terms of the Recovery Plan).

As a result of pension scheme legislation there is a potential debt on the employer that could be levied by the Trustee of the Scheme. The debt is due in the event of the employer ceasing to participate in the Scheme or the Scheme winding up.

The debt for the Scheme as a whole is calculated by comparing the liabilities for the Scheme (calculated on a buy-out basis i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses) with the assets of the Scheme. If the liabilities exceed assets there is a buy-out debt.

The leaving employer's share of the buy-out debt is the proportion of the Scheme's liability attributable to employment with the leaving employer compared to the total amount of the Scheme's liabilities (relating to employment with all the currently participating employers). The leaving employer's debt therefore includes a share of any 'orphan' liabilities in respect of previously participating employers. The amount of the debt therefore depends on many factors including total Scheme liabilities, Scheme investment performance, the liabilities in respect of current and former employees of the employer, financial conditions at the time of the cessation event and the insurance buy-out market. The amounts of debt can therefore be volatile over time.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

25 Pensions (continued)

The Nottinghamshire County Council Pension Fund

The Nottinghamshire County Council Pension Fund, which is administered by Nottinghamshire County Council, is a defined benefits scheme based on final pensionable salary, contributions being charged to the income and expenditure account over employees' working lives with the Trust. The contributions are determined by a qualified actuary on the basis of triennial valuations using the projected unit method. The most recent valuation of the whole fund was at 31st March 2013.

The valuation was updated by the actuary on an FRS17 basis as at 31st March 2015.

The major assumptions used in this valuation were:

	2015	2014
Rate of increase of salaries	4.2%	4.5%
Rate of increase in pensions in payment	2.4%	2.7%
Discount rate	3.3%	4.4%
Inflation assumption (RPI)	3.2%	3.5%
Inflation assumption (CPI)	2.4%	2.7%
Expected return on equities*	6.2%	6.8%
Expected return on government bonds*		3.6%
Expected return on other bonds*		4.2%
Expected return on property*		6.0%
Expected return on other assets*		0.5%

*The expected return assumption is 6.2% per annum for all investments for the year to 31 March 2015.

Statement of recognised gains and losses ('STRGL')

	31-Mar 2015 £'000	31-Mar 2014 £'000
Actual return less expected return on Pension Scheme assets	290	36
Experience gains and losses	-	1,080
Changes in assumptions underlying the present value of the scheme liabilities	(1,103)	(463)
Actuarial (loss)/ gain recognised in STRGL	(813)	653

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions (*continued*)

Projections for year to 31 March 2016	£'000
Service cost	113
Interest cost	85
Administration expenses	1
Total	199
Employer contribution	55

Reconciliation of opening and closing balances	31-Mar 2015 £'000	31-Mar 2014 £'000
Opening defined benefit obligation	7,716	8,037
Service cost	90	123
Interest cost	338	361
Actuarial losses (gains)	1,103	(601)
Losses on curtailments	-	140
Estimated funded benefits paid (net of transfers in)	(189)	(375)
Contributions by scheme participants	23	31
Closing defined benefit obligation	9,081	7,716

Net pension liability	31-Mar 2015 £'000	31-Mar 2014 £'000
Present value of funded obligation	(9,081)	(7,716)
Fair value of Scheme assets (bid value)	6,481	5,857
Net liability in balance sheet	(2,600)	(1,859)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions (*continued*)

Income and Expenditure	2015 £'000	2014 £'000
Current service cost	90	123
Interest on obligation	338	361
Expected return on scheme assets	(360)	(303)
Losses(gains) on curtailments and settlements	-	140
Total	68	321
Actual return on scheme assets	650	339
Reconciliation of opening and closing deficit	2015 £'000	2014 £'000
Deficit at beginning of year	(1,859)	(2,344)
Current service cost	(90)	(123)
Employer contributions	140	153
Other finance income/(expense)	22	(58)
Settlements and curtailments	-	(140)
Actuarial gain/(loss)	(813)	653
Deficit at end of Year	(2,600)	(1,859)

Scheme assets

The fair value of the scheme's assets, which are not intended to be realised in the short term and may be subject to significant change before they are realised; and the present value of the scheme's liabilities, which are derived from cash flow projections over long periods and thus inherently uncertain, were:

	2015 £'000	2014 £'000
Opening fair value of scheme assets	5,857	5,693
Expected return	360	303
Actuarial gain/(loss)	290	52
Contribution by employer including unfunded benefits	140	153
Contributions by scheme participants	23	31
Estimated total benefits paid (net of transfer in)	(189)	(375)
Fair value of scheme assets at end of period	6,481	5,857

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (*continued*)

25 Pensions (continued)

Sensitivity analysis

Adjustment to discount rate	0.10%	0.00%	-0.10%
Present value of defined benefit obligation £'000	7,583	7,716	7,852
Projected service cost £'000	93	95	97
Adjustment to long term salary increase	0.10%	0.00%	-0.10%
Present value of defined benefit obligation	7,731	7,716	7,701
Projected service cost	95	95	95
Adjustment to pension increases and deferred revaluation	0.10%	0.00%	-0.10%
Present value of defined benefit obligation	7,839	7,716	7,595
Projected service cost	97	95	93
	+1 year	None	-1 year
Adjustment to mortality age rating assumption	7,439	7,716	7,996
Present value of defined benefit obligation £'000	92	95	99

Amounts for the current and previous periods

	2015	2014	2013	2012	2011
	£'000	£'000	£'000	£'000	£'000
Defined benefit obligation	(9,081)	(7,716)	(8,037)	(7,307)	(5,931)
Scheme assets	6,481	5,857	5,693	5,098	4,921
Deficit at end of the year	(2,600)	(1,859)	(2,344)	(2,209)	(1,010)
Experience adjustments on scheme assets	290	52	490	(216)	(378)
Experience adjustments on scheme liabilities	(1,103)	1,064	(333)	(914)	385
Actuarial gains and losses	(813)	653	157	(1,130)	1,320
Cumulative actuarial gains and losses	(1,341)	(528)	(1,181)	(1,338)	(208)

Public Service Scheme (NHS)

A number of staff employed by MHT (who were formerly employed by Metropolitan Support Trust before the transfer of engagements on 5th January 2015) during the course of the year contributed to the NHS pension scheme. The NHS Pension scheme is an unfunded defined benefit scheme that covers NHS employers, General Practices and other bodies, allowed under the direction of the Secretary of State, in England and Wales. As a consequence it is not possible for MHT to identify its share of the underlying scheme assets and liabilities.

Membership of this scheme is restricted to existing staff who are members and new staff who were already members by virtue of their previous National Health Service employment. The NHS scheme is funded centrally by the Treasury on a current cost basis.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

26 Legislative Provisions

The Trust is incorporated under the Co-operative and Community Benefit Societies Act 2014. Its registration number is 16337R.

Under the requirements of FRS 8 transactions between the partnership companies set out at note 27, which are controlled by MHT, are not separately disclosed as related party transactions.

27 Related parties

During the year Metropolitan conducted arms length transactions with subsidiaries of St. Modwen plc related to the reimbursement of £301,827 (2014: £331,513) of tenant property expenses at Edmonton Green. Michael Dunn was an Executive Director of St.Modwen plc and is also a Non-Executive Director of Metropolitan.

Metropolitan Living Limited (MLL) has a Limited Liability Partnership with house builder Barratt Homes in Barratt Metropolitan LLP to develop the West Hendon site in London. MLL also has a Limited Liability Partnership with house builder Westleigh Development Ltd in Westleigh Cherrybank LLP to develop the Monks Road scheme near Lincoln. Details of the financial arrangements in respect of these Limited Liability Partnerships are disclosed in note 28.

The Trust provides central management services to its subsidiaries. The quantum of the charges applied for these services to each subsidiary is as follows:

	2015 £'000	2014 £'000
Clapham Park Homes Limited	742	870
Metropolitan Support Trust Limited	1,874	1,960
Total	2,616	2,830

The above charges are calculated on a department basis, with different methods of allocation for each department. The charges are allocated on using the following methods:

Department	Allocation basis
Facilities	Headcount
Health and safety	Headcount
Finance	Turnover
Information technology	Number of computers
Human resources	Headcount
Procurement	Turnover
Communications	Turnover
Board	Turnover
Executive Team	Turnover

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

28 Subsidiaries and joint arrangements

The ultimate parent undertaking within the Metropolitan Group is Metropolitan Housing Trust Limited. The following managed undertakings are subsidiaries by virtue of either ownership of their share capital or the ability of the Trust to control the composition of their Board.

Name of undertaking	Shares held	Country of Registration	Principal Activity
Clapham Park Homes Limited	Limited by guarantee	England	Registered Provider of Social Housing
Clapham Park Development Limited	Limited by shares	England	Developments for outright sale
Metropolitan Housing Partnership Limited	Limited by shares	England	Dormant
Metropolitan Home Ownership Limited	Limited by shares	England	Dormant
EM Property Services Limited	100%	England	Dormant
Longsdale Limited	Limited by guarantee	England	Property holding
Metropolitan Living Limited	100%	England	Property development
Metropolitan Support Trust Limited (merged with MHP on 5 th January 2015)	Limited by guarantee	England	Registered Provider of Social Housing
Spiritagen Limited	100%	England	Property development

Metropolitan Living Limited participates in two active joint venture arrangements to carry out development projects.

Joint arrangement	Partner	Interest	Voting rights	Investment at 31 March 2015 £'000	Investment at 31 March 2014 £'000
Barratt Metropolitan LLP	Barratt	25%	50%	5,104	1,028
Westleigh Cherrybank LLP	Westleigh	50%	50%	812	797

The results and balance sheets of the LLPs are detailed below:

	BM LLP	WCB LLP	Total 2015	Total 2014
	£'000	£'000	£'000	£'000
Turnover	2,589	11	2,600	4,925
Operating result	733	6	739	1,409
Gross assets	11,854	814	12,668	6,798
Gross liabilities	(6,750)	(2)	(6,752)	(4,773)
	5,104	812	5,916	2,025

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

Amounts due at balance sheet date:

	BM LLP 2015 £'000	WCB LLP 2015 £'000	BM LLP 2014 £'000	WCB LLP 2014 £'000
Loans	5,104	812	1,028	797
Trading balances				
	<u>5,104</u>	<u>812</u>	<u>1,028</u>	<u>797</u>

29 Non-adjusting event after the balance sheet date

On 8 July 2015 the UK chancellor announced a number of proposals that will impact Metropolitan and the affordable housing sector, including a 1% decrease in rents each year, for four years, commencing in 2016/17. This event occurred after the balance sheet date and does not provide additional information about, nor represent a change in, conditions that existed at that date. Therefore, in accordance with Financial Reporting Standard 21 "Events after the balance sheet date", the Government's budget statement is a non-adjusting post balance sheet event.

The financial statements do not reflect the possible financial consequences of the matters described below.

As per accounting policies in note 1, Metropolitan carries its social housing properties at cost net of Social Housing Grant, depreciation and impairment. Where we determine that government intentions represent an indicator of impairment according to the underlying accounting framework (whether of specific classes of housing property or across the portfolio) we will be required to perform a review for impairment on assets or appropriate cash generating units affected in the financial year to 31 March 2016. However, until further details of the intentions are made available Metropolitan has been unable to determine specific details of the financial impact.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

30 Units in management

	Owned and Managed 2015	Owned but managed by others 2015	Not owned but managed 2015	Group Total 2015	Restated Owned and Managed 2014	Restated Owned but managed by others 2014	Restated Not owned but managed 2014	Restated Group Total 2014
Group								
General Needs rented housing	21,214	372	1,624	23,210	21,075	374	1,673	23,122
Supported Housing	4,636	808	239	5,683	4,677	796	255	5,728
Shared Ownership	4,639	88	138	4,865	4,648	89	131	4,868
Leaseholder units	2,614	7	740	3,361	2,600	7	712	3,319
Market renting	748	-	19	767	736	-	20	756
Other	356	145	28	529	315	186	27	528
Group Total	34,207	1,420	2,788	38,415	34,051	1,452	2,818	38,321

The classification for this note has been updated to be consistent with the Financial Forecast Return (FFR).
The 2014 figures are restated in accordance with the updated classification.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2015 (continued)

30 Units in Management

Trust	Owned and Managed 2015	Owned but managed by others 2015	Not owned but managed 2015	Trust Total 2015	Restated Owned and Managed 2014	Restated Owned but managed by others 2014	Restated Not owned but managed 2014	Trust Total 2014
General Needs rented housing	19,877	372	1,624	21,873	19,733	374	1,673	21,780
Supported Housing	4,543	808	239	5,590	4,551	757	37	5,345
Shared Ownership	4,527	88	138	4,753	4,536	89	131	4,756
Leaseholder units	2,133	7	740	2,880	2,108	7	712	2,827
Market renting	446	-	19	465	446	-	20	466
Other	356	145	28	529	315	186	27	528
Trust Total	31,882	1,420	2,788	36,090	31,689	1,413	2,600	35,702

The classification for this note has been updated to be consistent with the Financial Forecast Return (FFR). The 2014 figures are restated in accordance with the updated classification.

Metropolitan Housing Trust Limited

Consolidated Report and Financial Statements

Year Ended 31 March 2014

Metropolitan Housing Trust Limited

Report and Financial Statements for the year ended 31 March 2014

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Metropolitan Housing Trust Limited Consolidated Financial Statements

Members, executives and advisors

Chair – Paula Kahn (appointed 22 May 2013); previous Chair - Barbara Roche (resigned 22 May 2013)

Non-executive Board members

Stuart Beevor
Sheila Button (resigned 26 September 2013)
Clive Deadman
Janet Dean
Michael Dunn (appointed 2 January 2014)
Teresa Graham (resigned 26 September 2013)
Mike Green
David Hoy (resigned 26 September 2013)
Stephen Lamb (resigned 15 April 2013)
Jerry Piper
Waheed Saleem
Christine Turner
Howard Webber (resigned 26 September 2013)

Executive Board members

Chief Executive
Brian Johnson

Executive Director, Finance
Sarah Mussenden (appointed 26 September 2013)

Executive Directors

Executive Director, Housing Services
Jenny Danson

Executive Director, People and Resourcing
Liz Hughes

Executive Director, Care and Support
Ann Gibbons

Executive Director, Development, Regeneration and Communities
Aniekan Umoren (resigned 11 June 2014)

Interim Executive Director, Development and Regeneration
Richard Vining (appointed 9 December 2013)

Secretary – Mary Keane (appointed 19 September 2013); previously Kristina Ingate (resigned 18 September 2013)

Registered office

The Grange, 100 High Street, Southgate, London N14 6PW

Auditors

BDO LLP, 2 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0PA

Corporate solicitors

Trowers and Hamlins

Bankers

Lloyds Banking Group

Metropolitan Housing Trust Limited Consolidated Financial Statements

Chair's Foreword

Chair's foreword – Transforming our financial position

When I became Chair of the Board just over a year ago, two things were clear to me: firstly, that Metropolitan was an organisation founded for a noble cause, with a strong social purpose and moral values; and secondly, that wide-ranging changes were required if the organisation were to live up to its legacy and make a positive, long-lasting contribution to the lives of its customers and society.

This year we have taken great strides towards not only improving, but transforming, our financial position – the cornerstone of any high performing organisation. Supported by tight governance and strong executive leadership, this has allowed us to make excellent progress towards meeting our strategic aims as part of our two-year business turnaround plan. The changes we have made have been bold, and they are fundamental to a successful future.

More widely, the external forces that continue to exert an influence on the business are well documented. Welfare reforms that came into effect in April 2013 increased the financial pressure on many of our customers, tightening their purse strings and posing a threat to housing associations' income streams. Funding from councils for community services remained low, as did the level of subsidy from the government to build affordable homes. In the face of these challenges, we have had to be even more focused and our achievements are all the more impressive.

We are now a much more efficiently run organisation and this was recognised in March when the Homes and Communities Agency upgraded our governance rating from G3 to G2. Our financial situation has improved dramatically, with our overall surplus doubling this year. These are firm foundations on which to build.

None of this would have been possible without our new Executive Team. They have spent much of the year focussing largely on uncovering and dealing with legacy issues but their hard work has paid off. I'd like to thank them, as well as all of our staff, for helping us achieve so much in a short period of time. The level of talent and ambition we have at the organisation continues to impress me.

With housing in short supply and austerity measures a reality, housing associations are extremely well placed to regenerate communities and deliver great value for society. We think this is best done by facilitating greater independence for our customers, whatever their individual situation. This is something that the Board and the Executive Team are committed to achieving over the coming months and years – our overarching plan is to become one of the most highly performing organisations in the sector. I know it can be done, and I'm looking forward to seeing it happen.

Paula Kahn, Chair

A handwritten signature in black ink, reading 'Paula Kahn' in a cursive script. The signature is written on a white background.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Chief Executive's Review Of 2013/14

Chief Executive's introduction – Moving forward

This year has seen major improvements to the fundamentals of the business. The pace of change has been fast and all elements of our two-year turnaround will be complete, according to plan, during 2014/15. All that we have achieved up until now has allowed us to plan for our future and to decide how best we can contribute to society.

Our finances

As you will see from the 2013/14 financial results, commercial strength has been achieved very quickly with an almost doubling of the net surplus to £40.2 million. A drive to do things better, to procure goods and services efficiently, to reduce back office inefficiencies, and to introduce fit for purpose office and IT infrastructure have delivered savings in operating costs of £33.5 million since March 2012. Importantly, we are now moving into the top quartile when compared to our peers in terms of our 32 per cent operating margin. This represents a dramatic shift for the organisation, which only two years ago was a very poor performer when compared to other housing associations.

Another standout achievement this year was in our care and support business which generated a positive return for the first time in a number of years following fundamental changes to operations and contracts. This has been achieved despite an extraordinarily challenging external commissioning environment and is reflective of our refreshed and dynamic leadership team.

We are now much more financially robust and poised to use this capacity to further our ambition to improve life for our customers and staff.

Operational performance

Last year I said that a huge amount of effort has been put into making Metropolitan a fit for purpose business and beyond that, a high performing organisation. This continued to be the case in 2013/14, with a focus on fixing some of the most fundamental operational areas.

Reducing customer complaints was a main focus this year. As a result of improvements to complaints handling, those cases that are taken through to stage three reduced by more than 50 per cent for the year as a whole, with a particularly fast rate of improvement in the second half of the year. Ombudsman determinations are on a downward trend and, again, had reduced to a small number in the second half of the year, running now at a level comparable with the sector average.

Reducing our level of rent arrears was a key priority this year to protect our income streams. Having set an ambitious target to reduce them by 0.77 per cent at the start of the year, we were able to beat this with a final reduction figure of 0.85 per cent, despite the headwind of welfare reform.

Elsewhere in the business our planned maintenance catch-up programme was approved and work has started. This will take a further two years to complete and will accelerate this year as we improve the quality of asset information that we have available. On the development side we have continued to build our internal capability, we are on track to meet our revised Greater London Authority and Homes and Communities Agency targets for new homes, and we signed a redefined agreement confirming our continued commitment to our 2,000 home West Hendon joint venture with Barratt in the London Borough of Barnet.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Chief Executive's Review Of 2013/14 (continued)

Whilst our overall performance has been strong there is still one key area which has been disappointing. On right first time repairs we failed to hit our target. Towards the end of the year and after a period of close performance management, we terminated the contracts that were in place and appointed an interim contractor in London and the south (excluding Clapham Park). At the start of the new financial year we appointed a new contractor to cover the service for the rest of our properties. We are now working closely with the new contractors and our long term objective is, of course, to deliver a far better repairs and maintenance service through much tighter contract management and ensuring that our contracts incentivise good performance in the first place.

Of course, bricks and mortar are not the only components of a safe, secure home. To coincide with the introduction of welfare reforms we established a team of financial inclusion officers which provides support and advice to customers on all aspects of benefits, debt and budgeting. We also helped 155 people (2013: 79 people) into work and continue to find new ways of empowering our customers to become financially independent and improve their skills.

Building for the future

With the turnaround well on track, we have been able to consider our long-term strategy – how we can best serve our customers in the future.

The most noticeable change has been to re-energise our new homes development programme, building on our skills and experience in low cost home ownership. Our increasing surplus means that we comfortably meet our interest covenants through the core letting business surplus and we now have capacity to take on more debt and consequently a far more ambitious development plan. We now have a development pipeline and a plan to deliver in excess of 3,300 new affordable homes over the next five years, spending circa £730m. Our plan for Clapham Park regeneration will accelerate delivery and is picking up pace as we assemble strong and capable team.

Building new homes plays an important role in our overarching plan to provide choice for our customers and in encouraging them to achieve the greatest possible levels of personal independence. We have all of the building blocks in place to do this: a mature housing management business; a large, revitalised care and support business; and strong track record of community interventions. We continue to integrate these strands to maximise our impact and encourage our customers to take control of their lives, whether that means securing employment, buying a share of a new home or moving into accommodation with less intensive support.

We have clearly demonstrated our potential to become a high performing organisation and I am proud of what we have achieved over the past year. There is no denying there still remains a great deal to be done but we have a talented, adaptable and ambitious team that will drive the organisation forward into this exciting new phase.

Brian Johnson, Chief Executive



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014

Who we are and what we do

Metropolitan is a diverse organisation: in the backgrounds of our customers and our staff; our physical locations; and in the wide range of housing, support and regeneration services we offer. This is something we are proud of and we believe it enables us to adapt to the ever-changing social and economic environment, and to make noticeable improvements to our customers' lives.

For almost sixty years we've provided affordable housing to those in greatest need and this remains at the heart of what we do. Today, we develop new homes, provide housing services and deliver care and support and community regeneration in London, the East Midlands, the East of England and South Yorkshire. We own and manage over 38,000 properties to rent or lease, offer a range of low cost home ownership products and run a large scale development and urban regeneration programme across our areas of operation.

In last year's annual review we focused on the two year business turnaround programme put in place by the Board. At that stage the programme was in its early stages and during the 2013/14 financial year the pace of change has increased with huge efforts made to get Metropolitan back to where it needs to be.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Business overview

In last year's review we outlined eight key pieces of work to be delivered through the two year business turnaround period, which will come to an end in 2014/15. Good progress has been made and this is summarised below:

Target	What's been achieved
A substantial reduction in operating costs, requiring stringent budget management	Group operating costs have reduced by £33.5m (19%) between 2011/12 and 2013/14. The 2014/15 budget includes further operating cost saving targets.
A substantial improvement in housing service quality (from fourth to second quartile)	We undertook a comprehensive review of core housing service processes, and more efficient and effective processes are being put in place. Our main repairs contracts are now managed much more strongly although performance on the ground still needs to improve.
Completion of as much of the contracted development programme as possible	Our revised programme targets were agreed with the Homes and Communities Agency (HCA) and Greater London Authority (GLA), and we are on track to meet these by March 2015.
A plan for full completion of the Clapham Park regeneration, within budget	Refurbishment of a number of blocks within the estate commenced in June 2014. We continue to reconfigure the masterplan for regeneration of the estate. This includes extensive consultation with all stakeholders.
At least break-even financial performance for the care and support business	The Care and Support business has delivered a net surplus of £0.4m for 2013/14 (2012/13: deficit of £0.6m), and has budgeted to double this in 2014/15. We have introduced more professional processes to inform new business bidding and decisions on retention of existing business.
Intensive work with stakeholders to improve the reputation of the business	<p>The Homes and Communities Agency Regulatory Judgement published in March 2014 confirmed an upgrade in our regulatory rating to 'G2, V2'. We expect to be in a position to seek the maximum 'G1, V1' rating during 2014/15.</p> <p>Customer complaints are now dealt with in a much more professional manner. The number of new complaints coming into the business, the number being escalated beyond stage 1 of our complaints process and the number being referred to the Housing Ombudsman for resolution are all on a clear reducing trend.</p>
The platform to launch an increase in development capacity from 2015	<p>We have created financial capacity for a larger development programme, with gearing reduced to 62 per cent in 2014 against a maximum limit of 80 per cent. This translates into potential for an additional £275 million of loan drawings.</p> <p>We are creating a new Development and Regeneration Team, bringing in people with the skills and commercial acumen needed to deliver a large and complex programme.</p>
Development of a fit-for-purpose IT infrastructure to support the objectives above	We procured a new housing management system to go live at the beginning of 2015/16. Alongside this we have either removed or are in the process of retendering legacy contracts, with strict contract management arrangements in place to ensure ongoing value for money.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Our Goals

Our aim in the longer term is to drive the business to achieve success in 3 dimensions:

- Delivering the maximum number of new homes that are affordable to those who would be unable to rent or own a home on the open market. This is one of the main ways in which we deliver social value.
- Enabling our residents to achieve the maximum possible level of personal independence. This will mean integrating much more closely our Care and Support and Housing services. It will mean quite fundamental changes in the way that our housing services are delivered. It will mean ensuring that our community investment activities are fully aligned behind this objective. We believe that, in addition to the obvious benefit of securing our rental streams, this is quickly becoming one of the most over-riding social priorities. We will measure our progress in achieving this by looking at how many “personal independence steps” our residents make each year.
- Maximising the financial strength of the organisation – this is the engine that enables our other objectives to be met. We will continue to drive up efficiency, cost effectiveness delivered through procurement and contract management, and a strongly commercial approach to our development work. We will be building on a great deal of work that is already paying dividends.

In the light of these longer term directional aims, the Board has refreshed the medium-term business plan. The revised plan sets out a number of initiatives and activities to be undertaken in the year ahead, under three headings: *completing the business turnaround; developing our potential; and developing the independence agenda.*

We recognise that the targets we have set for the year ahead will be challenging and difficult to achieve. But we now have a working environment which is fast-paced and stretching – our teams want to aim high and having put the hard graft in to turn the business around they want to get involved in exciting new projects. In support of this incremental change to Metropolitan’s culture, we have developed some new concepts to underpin the way we go about our business. These are known as ‘what we care about’ and they help us to understand what behaviours and attitudes will need to be exhibited as we work to move Metropolitan on to the next level:

Ambitious for our customers, our people, our company

We demand better. We create environments where people can think independently and act accordingly, taking ownership and making things happen.

We do what we say, we say it how it is

Simple and straightforward are our watchwords. When we say we are going to do something, we do it. We roll our sleeves up and get on with it. We speak the truth as we see it, saying it how it is. People will trust us. Trust breeds trust.

Re-thinking to make a difference

We are restless, we do not stand still. We are passionate about delivering positive change through new and better ways of thinking. We challenge ourselves to think differently and we challenge the status quo. We always want to do better.

We won’t walk by

We do not tolerate mediocrity. OK is not good enough. When something is not right we speak up, we do not walk by. The pursuit of excellence inspires and drive us. But where we see good, we notice, appreciate and celebrate it.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Social value through commercial strength

We are unashamedly commercially minded. It is not just alright to be commercial, it is essential. Being commercial helps us build more houses and invest more in helping people live independent lives. With commercial pride comes the courage to make the right decisions.

Our Resources – In the year and looking forward

Our finances

The financial performance for the year 2013/14 represents a significant step in the organisation's turnaround, following the encouraging early signs reported last year. Compared to last year our net surplus has doubled to £40.2 million. Rental income increased by £7.3m (5 per cent) year-on-year, due in the main to the inflation-linked annual rent escalator allowed by the government. But this was more than matched by an £8.7m (7 per cent) reduction in letting expenditure, primarily management costs, as the efficiency measures put in place by the new management team started to kick in.

The approved Group budget for 2014/15 sets expectations for continuation of the favourable trend in financial results. Key metrics falling out of the budget indicate that, if the budget is achieved, our overall financial position will be in line with top quartile performance compared with our peers.

The business remained cash generative throughout 2013/14, on the back of a buoyant sales market and strong operating cash flows. The cash held and generated by the business was comfortably sufficient to fund the net £24.4 million expended on capital activities during the year (2013: £25.3m). Net debt was reduced by £84.8 million (9 per cent) through the year, with this significant favourable movement split broadly evenly between an increase in cash held by the business and a reduction in loan debt following repayment of revolving debt and repurchase of some expensive fixed rate bonds.

This strong cash flow performance coupled with the ongoing availability of some £194 million in undrawn loan finance means that the business has adequate resources to fund the early stages of an increased development programme. It also means that any approach to the markets for additional funds can be undertaken in a planned and considered fashion, so that the best possible deal can be struck to underpin long-term business growth and prosperity.

An improved budgetary control framework was bedded in across the business during the financial year. This has facilitated much tighter cost management behaviour, helping managers to target priority areas for cost savings and leading to prompt investigation and rectification of overspend issues. We are now working to increase the sophistication of our capital expenditure reporting and controls, in readiness for the planned activity expansion in this area of the business.

Work was also carried out during the year to introduce further improvements to our procurement framework. We now have 'best in class' procurement standards in place to extract good value for money from our suppliers. Where service standards fall short, we take prompt action to improve the situation.

People

A number of teams within the business continued to undergo change throughout 2013/14. As far as the business turnaround is concerned this phase is now almost complete. However we realise that we must continue to adapt to changing political, technological and economic factors. It would be foolish to assume that the business will settle into a steady state for a prolonged period – and indeed if that were the case, it would be a warning sign that we may be failing to respond to a changing external environment. So as a business we are committed to continually reviewing our structures to ensure they are configured in the right way.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

During the year, the average number of staff employed by the business reduced by a further 86 full-time equivalent posts. Over the course of the last two years, the average number of full-time equivalents has reduced by 16 per cent. This is an indication of the inefficiency previously built into our cost base and we are confident that the staffing structures we now have in place are of the right size and configuration to drive the business forward.

Our new group of senior managers, a large proportion of whom have been recruited over the past 18 months, is well-established as a group which can work collaboratively to solve issues and make quick and effective decisions.

The influx of new staff into the business has been very significant. As at the end of the financial year, 25 per cent of our total staff base had been with Metropolitan for less than 12 months. The scale of change has given us a tremendous opportunity to bring in to the business people with the skills and attitudes we need to deliver our strategy. This does however present cultural challenges and with this in mind we continue to make strong investment into learning and development and our internal communications. During the year there were over 12,000 hits on our online learning portal from staff seeking to develop their skills.

Business infrastructure

The modernisation of our IT infrastructure is a long-term project but we made good progress during the year. Procurement is underway for third party systems support partners and we expect to appoint this key supplier in August 2014. Procurement of the housing system is also complete and will go live in early 2015/16. This vital new system will help us to improve customer service, communication and streamline our internal processes.

We completed our rationalisation of offices during the year and we now operate out of four main offices in Southgate, Stockwell, Nottingham and Derby, with four satellite offices primarily for housing and care and support staff. Overall, this has saved over £2.3 million on overhead costs.

Our service to customers

Increasingly we are integrating our services to provide better, more holistic support to our customers. In many areas customers are now starting to feel the benefit of the fundamental process improvements we have put in place.

The responsive repairs service is typically viewed by residents as the most important service Metropolitan provides, and this is one area in which we still need to significantly improve service standards. Although we worked hard throughout the year to resolve issues relating to our three main regional contracts, we were unable to bring about the changes we needed to. As a result, we terminated one of these contracts in February 2014 and the other two in May 2014. Arrangements have been put in place with new contractors to take on this work in the short term, pending the long term solution being agreed.

We also continue to analyse our handling of complaints. The volume of customer complaints coming into the business has reduced, and those we receive are now being dealt with much more effectively at first stage.

Another important matter for our customers – the way we deal with anti-social behaviour – has also been a focus of our work this year. After creating a dedicated anti-social behaviour team, we reviewed and revised our strategy to make improvements such as putting customers at the heart of decision-making, streamlining our internal processes and procedures for case handling, and empowering customers to resolve low-level issues themselves.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

The safety of our customers is paramount and the past two years have also seen improvements in all key areas of health and safety compliance. This year, we redefined our rigorous compliance framework and we have assurance as to the status of compliance across our stock on areas such as gas servicing, electrical testing and asbestos.

Elsewhere in the business empty properties are being turned around and re-let more quickly, and we are finding more creative solutions to address isolated pockets of our stock which are harder to let. We have significantly improved our rent collection, giving residents who do pay on time greater assurance that those who don't will face appropriate action. These improvements are particularly crucial in protecting our income streams in the face of the welfare reform agenda.

Building and redeveloping homes

The shortage of affordable housing stock, particularly in London, presents a challenge for all housing providers. We have responded with an ambitious but achievable development plan through which we will deliver up to a target level of 650 unit completions per annum. Developments will be mixed tenure, utilising sale receipts as a proxy for grant to cross-subsidise into affordable rented units. The main geographic focus for growth will be London, where sale values are currently very buoyant, although the current pipeline includes development schemes in other areas of our current operations. Large-scale mixed tenure development clearly builds significant market risk into the business. Our financial planning on both an individual scheme and business-wide basis factors this in and schemes are not approved unless a feasible exit or mitigation strategy in the event of market downturn is in place.

The difficulties we experienced in recent years over delivery of our development programme meant that it was important for us to invest time during 2013/14 in strengthening relationships with the HCA and GLA as our main investment partners. Rather than make promises we would struggle to keep, we undertook an honest assessment of the current state of the programme and the prospects of unit completions by March 2015, the end of the current Affordable Homes Programme (AHP) funding round. On the back of this we negotiated revised completion targets with the HCA and GLA, and we now expect to complete the agreed 274 units in London and 292 units elsewhere in the country by this date.

We have submitted a bid to the GLA under the 2015-2018 AHP funding programme. This seeks approval to utilise our large recycled capital grant fund balances for land purchases in order to pump-prime the new strategy described above. At the time of compiling this report, the bid was under negotiation with the GLA. Current financial forecasts anticipate that cash reserves and existing loan facilities will be sufficient to fund the projected development programme until 2017. However, work will commence in 2014/15 to start preparations for a credit rating so that any future approach to the capital markets can be conducted in a planned manner.

Our current levels of development activity are below the volumes we want to achieve for the organisation. The plans now in place will address this, and will see Metropolitan delivering new homes at a scale which is in keeping with the improved financial strength and capacity of the business.

Ongoing projects

The West Hendon regeneration project, being delivered through the Barratt Metropolitan joint venture, made excellent progress during the year. Phase 2 of the project completed early in 2013/14 and phase 3a was on site at the end of the year. Financial results have so far exceeded budget on the back of the rising London property market. Our Board has reviewed the financial projections and risks for future phases of the project, up to anticipated completion in 2028.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

The Clapham Park regeneration reached a natural break in project phases during 2013/14. A considerable amount of work is being done to ensure successful delivery of the project. We are now talking to the London Borough of Lambeth about our detailed plans for completion of the project. Elsewhere in London phase 1 of the Ashmole regeneration project, also located in Lambeth, completed in June 2014. Phase 2 commenced in the new financial year and is scheduled for completion by March 2016. This project sees the modernisation of nearly 700 properties at an anticipated total project cost of some £29 million.

In Cambridge, care and support customers moved into our redeveloped, supported mental health service at Cambridge Road. The service is a standout example of how homes designed to a high specification can have a positive impact on our customers' wellbeing. It is also an example of our integrated service – as developer, landlord and the provider of care and support.

Home ownership

Against a backdrop of rising house prices we continue to promote shared ownership as the main route to affordable home ownership, with 235 shared ownership sales and 72 private sales made last year.

In June 2013 our home ownership service won its second National Housing Award for customer service excellence and was also nominated for the First Time Buyer Readers' awards in the category of Best Housing Alliance. The service also received excellent feedback for two Homematch property exhibitions, attended by over 4,000 potential home buyers. The team also won contracts for providing sales and marketing services to local authorities and made a successful bid for a two-year National Post Sales Agency contract from the Homes and Communities Agency to provide after-sales services.

Supporting our communities

Welfare reform has undoubtedly changed the circumstances of many of our customers. We recognise that the best way to help them is to improve their employability, skills and financial independence. In the 2013/14 financial year we helped 155 people into work, a figure we expect will continue to rise next year, and our new Financial Inclusion Team helped customers secure over £200,000 of additional income.

Along with help securing jobs, one of our priorities has also been to provide educational opportunities and activities in our communities. In London the popular Clapham Park Pop-Up shop was nominated for a National Community Impact award, and our busy YOUTH Space programme, with nearly 4,500 engaged young people, has received funding for another year's worth of events.

As a joint initiative with Nottingham Community Housing Association, free IT training began for residents of the St Ann's area of Nottingham – an area in which we have a high proportion of residents – in preparation for the Universal Credit. The courses received excellent feedback from participants and we are organising further IT training initiatives in this area and further afield.

Another highlight was securing funding from the Cabinet Office to work with the Young Foundation, to support educational social enterprises in Nottingham and Derby. We also work closely with the Young Foundation in London to support small business start-ups.

Care and support

As previously mentioned the care and support side of the business enjoyed a great achievement in the 2013/14 financial year, recording a net surplus of £0.4 million. We achieved this by making changes to our operations, exiting services that are not financially sustainable, re-negotiating contract prices and improving the way we recover costs. However, we have also maximised our income in a variety of ways, such as by developing respite beds and increasing the number of support hours we sell at some services.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

We have taken steps to improve local management, organisation and accountability and have been building good relationships with commissioners. We have also created a senior management role for quality and risk assurance.

Another key achievement in this area was to create more innovative accommodation choices for our customers. For example, our Home from Hospital service in Walthamstow – a free support service for people leaving hospital – received a commendation from the Head of Social Services at Whipps Cross University Hospital. The scheme is just one example of how we are working with health care providers to reduce the pressure on hospital beds, help people return to their own homes as soon as possible and encourage far greater independence.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Strategic risk overview

Internal and external risk evaluation remains integral to formulation and delivery of our business strategy. Our Board and Executive Team has maintained its ongoing programme of risk review through the year. The most significant risks currently facing the business are shown below. The majority of these risks are unchanged from 2013 although the work carried out to manage and mitigate them has progressed considerably over the past 12 months.

Risk area	Consequences	Mitigation	Control measures
Failure to respond to welfare reform changes	Resident wellbeing eroded, financial capacity compromised	Resident communication and signposting, improved processes, cost efficiencies	Arrears monitoring, financial planning
VFM failure - inability to control costs and achieve high performance	Financial capacity compromised, stakeholder confidence reduced	Performance review, procurement controls, contract management, stringent budgetary process and investment appraisal	Management scrutiny, internal audit, budgetary control
Failure in duty of care	Death or serious injuries for which Metropolitan is responsible	Inspection programmes, regulatory and legislative compliance, quality assurance regime	Management scrutiny, safety audit programmes, regular staff training
Failure to deliver Clapham Park regeneration	Reputational damage, stakeholder confidence reduced, financial capacity compromised	Delivery structures, governance framework, de-risking of future project phases	Management scrutiny, tight control framework
Failure to meet stakeholder expectations and/or legal/regulatory requirements	Reputational damage, stakeholder confidence reduced, financial capacity compromised	Internal procedures, stakeholder relationship management, procurement controls, governance framework	Management scrutiny, Board focus, regulatory reporting
Commercial failure of development schemes	Financial capacity compromised, regulatory challenge	New activity feasibility assessment, exit strategies, quality of staff	Management scrutiny, Committee reporting, financial planning and multi-variant scenario testing
Pace of organisational change results in important areas being missed	Loss of control, failure of key processes	Quality of staff, regular performance review, business planning framework	Compliance assurance framework, internal audit

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Value for money

What value for money means to Metropolitan

Metropolitan is committed to finding ways to provide excellent services at the same time as seeking to reduce costs and improve efficiency. Achieving value for money ('VFM') is at the heart of our two-year business turnaround and a fundamental element of our objective to become a top quartile performing organisation. Metropolitan sees VFM as the process of delivering savings and improving quality by simplifying everything we do and achieving a balance between costs, quality and results.

How we deliver VFM

VFM is embedded within the business in the following ways:

Governance – Board members' duties include reviewing the efficiency of our operations and our VFM performance, and ensuring compliance with the regulatory VFM standard. The Board discusses the Value for Money Policy and Statement at least annually and reviews the operational and financial performance of the business monthly.

Financial – We operate a robust budgeting process that requires all managers to work within agreed financial parameters whilst delivering improved customer outcomes. The business planning process further helps to ensure that our resources and assets are used in the most appropriate way to deliver our purpose. The budget and plan targets are structured to ensure efficiency gains year on year with increasing levels of surplus increasing our capacity to develop new homes and enhanced services.

Metropolitan has a central Procurement team that plays a critical role in obtaining VFM from large contracts. Operational teams then manage these contracts to ensure that contractor performance meets expectations in terms of price, quality and satisfaction. We continuously look to rationalise contracts and re-tender where necessary to ensure that the services we receive from suppliers meet and deliver our business objectives. Detailed departmental plans seek procurement improvements and new ways of collaborative working to ensure that VFM is achieved.

We have a formal options appraisal process to ensure that there is a robust business case for all investment/divestment decisions and that returns are optimised. The delivery of business benefit is tracked and built into forward strategies and financial plans.

Managing Performance – We continually review our performance and benchmark ourselves against peer groups. A key objective of our 2013-2015 Business Plan is to achieve top quartile performance for financial strength and quality of services. The Executive Team monitors performance on a monthly basis and the Board reviews performance information at each meeting. We also hold formal quarterly business reviews. These bring together senior managers for a granular review of operational and financial performance in all individual business areas.

We have set ourselves the challenge of benchmarking ourselves against our peers, whether that is within the social housing sector or beyond (with other organisations of a similar size and operational/geographical split). Comparative analysis is based on information provided by HouseMark, the HCA (including the 2013 Global Accounts of Registered Providers), and other publically available information.

Resident focus – Improving resident engagement and obtaining regular feedback regarding services are key objectives. The Board and senior staff regularly monitor progress on resident engagement and feedback, and performance is monitored by the National Customer Group the Scrutiny Committees and the Customer Quality Services Committee of the Board, all of which meet on a regular basis.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

We are introducing very clear service standards across all aspects of our business and will commit to deliver them for our customers. These will be published and widely communicated in 2014. Going forward we will track our performance against the delivery of these standards to provide objective data to supplement the more subjective customer satisfaction metric.

Our people – We are committed to investing in our staff and rewarding outstanding performance. Staff are incentivised to drive performance improvement and all incentives are conditional on the delivery of business objectives and key operational and financial targets.

We actively encourage a culture whereby all staff are asked to question how we operate to find ways of providing a better and more efficient service. We have recently developed a new set of values to reflect the direction of the business and guide all behaviour and decision making. One of our five values (known internally as 'what we care about') is 'social value through commercial strength'. We provide a monthly briefing to managers for cascade to team members and from this year it will include a summary of progress against our key performance indicators – this is one of the ways that we are encouraging a culture of focus around performance.

Return on Assets

Understanding our asset base and evidencing the return each asset generates for our business is a priority area for focus in 2014/15. A significant number of stock condition surveys were carried out during 2013/14 and these results are currently being extrapolated across the asset base in order to define a comprehensive and affordable future planned maintenance programme. Once future investment requirements are clearly defined we will be able to overlay this against the returns currently generated both socially and financially across our stock, by location and type, and be able to better inform our strategic asset decisions in the future. We aspire to proactively manage our asset base to drive increased value and have recently established a dedicated customer and asset data team. This puts a greater focus on ensuring we have high quality data to inform strategic decision making.

	Operating Surplus	Capital Deployed	2014 Return	2013 Return
Rented housing	£53.9m	£871.2m	6.2%	4.6%
Shared ownership (excluding sales and staircasing)	£8.4m	£166.6m	5.0%	4.9%

Assessing our VFM performance

The regulatory framework for the Social Housing sector includes a specific standard for VFM. Our regulator expects us to have a "strategy for optimising VFM and systems to ensure that this strategy is delivered". The regulatory framework requires us to produce an annual self-assessment report to our residents and stakeholders. The statement in this report is a summary of our detailed VFM statement which is published in full on our website (www.metropolitan.org.uk). We update this information quarterly.

Key performance metrics

Metropolitan is now 18 months into a two-year business turnaround. Securing value for money in everything we do underpins our turnaround programme, and our initial priority has been to deliver fundamental improvements to our financial performance. Our annual results for 2013/14 included in this report demonstrate that we have made significant progress in achieving this goal in a short period of time.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

	2013	2014	Target 2015	HCA 2013 Global Accounts
Key Financial Metrics				
Group Operating Margin	25%	32%	39%	26%
Social housing letting margin	28%	35%	40%	29%
Group net surplus % turnover	8%	16%	20%	13%
Operating costs per home	£4,323	£3,789	£3,719	£3,882
Service chargeable cost per home	£510	£544	£604	n/a
Revenue maintenance cost per home	£720	£679	£619	£992
Management costs % of turnover	21.2%	19.3%	18.9%	16.7%
Chief Executive remuneration per home	£4.34	£5.37	n/a	n/a
Effective average interest rate	4.6%	4.8%	4.7%	5.3%
Interest cost per owned home	£1,655	£1,590	£1,579	£965
Debt per Unit	£32,400	£30,900	£30,400	£19,913
Service and Operational Performance Measures				
General Arrears	6.78%	6.13%	4.99%	5.70%
Rent and Service Charge Arrears	6.5%	5.8%	5.5%	n/a
Properties vacant and available to let	1.2%	1.9%	0.7%	1.7%
Gas Safety compliance	100%	100%	100%	n/a
Overall Customer Satisfaction	69%	69%	n/a	n/a

Social Value for Money

We deliver social value for money in four key activity areas: building new homes; providing homes as a social landlord; providing care and support; and delivering community regeneration.

In 2013/14 we invested £44.7m in the provision of new homes and we have plans to significantly increase the number of affordable homes that are provided to society off the back of our newly acquired financial strength. We will deliver over 500 new affordable homes in 2014/15 (predominantly in London and the south east), spending over £180m. In the next five years we plan to deliver 3,300 new affordable homes, spending in excess of £730m, with the contribution from the public purse forecast to be less than 7.5%

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Our Community Investment Programme delivered dramatically increased outcomes in the year as a result of more focussed activity and winning some externally funded projects. As a consequence, the amount spent to achieve this dropped from £1.7m in 2013 to £1.2m in 2014.

	2013	2014	2015 Target
No of Jobs	79 tenants into employment	155 tenants into employment	300 tenants into employment
Financial Inclusion	106	1,790	2,000
Additional income	£183,000	£203,000	£250,000
Reduced arrears	n/a	£145,000	£200,000
Youth Activities	>2,000 customers	>4,400 customers	>4,000 customers
Volunteering opportunities	>1,000 customers	>2,000 customers	>2,400 customers
Accredited Qualifications	118	383	540

Our Care and Support business, which generated a surplus this year, has continued to provide support to over 6,000 customers through a range of residential care, supported living and floating support services. We are increasingly engaging with Commissioners to create integrated services around hospital discharge and A&E diversion.

Customers in receipt of care and support in 2013/14:

5,000 – Older People
750 – Mental Health
550 – Learning Disabilities
250 – Socially Excluded

Steps to Independence

An overarching objective for us is to facilitate greater independence among our customers and we are beginning to mobilise the organisation behind this objective during 2014/15. We will be tracking progress made on this through a new 'independence steps' target. We have identified several events that we believe represent tangible improvements to a customer's personal journey towards independence.

Examples of these steps include a customer gaining a qualification or completing vocational training or moving into less intensively supported accommodation.

Our target for financial year 2014/15 is to facilitate at least 1,000 independence steps and the information gathered in the year will be important in helping us to set appropriate targets for future years.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Headline VFM initiatives and achievements 2014 and 2015 targets

	2013		2014		2015 Target		Description
	No,	£	No.	£	No.	£	
Staff Costs and Full Time Equivalent	1,539	£49.3m	1,453	£44.2m	1,420	£39.0m	Front line and back office restructures continue to reduce headcount whilst enhancing service provision, delivering a £10m reduction in staff costs in two years.
IT Costs		£5.9m		£5.3m		£5.0m	Renegotiation of contracts improved technology, review usage of telephony
Printing and Photocopying		£0.6m		£0.5m		£0.3m	Renegotiation of contracts, rationalisation of printers, default setting to black and white double sided copy.
Responsive and Void Repairs		£18.4m		£16.7m		£14.6m	Renegotiation of contracts, enforcement of performance and control /validation of cost.
Office Property Costs		£4.1m		£3.4m		£2.5m	Consolidation of staff into key office locations and closure/disposal of surplus space
Debt Interest Costs		£54.3m		£52.3m		£49.4m	Repayment of revolving facilities and buyback of expensive funding club bonds

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Financial performance Group highlights – five year summary

	2014	2013	2012	2011	2010
	£m	£m	£m	£m	£m
Group income and expenditure account					
Turnover	256.2	273.0	244.0	222.7	226.1
Operating surplus	82.1	67.0	36.7	28.0	28.5
Net interest payable and associated costs	51.7	56.6	49.1	41.4	35.4
Net surplus	40.2	20.4	16.4	1.6	2.1
Net surplus/(deficit) excluding all sales and bond buyback costs	23.7	0.7	(18.0)	(7.6)	(7.1)

Group balance sheet

Housing fixed assets (net of depreciation)	2,352.0	2,337.3	2,307.7	2,207.2	2,164.1
SHG and other capital grants	1,220.3	1,225.4	1,209.0	1,187.7	1,102.7
Net current assets	105.0	106.7	84.8	109.8	183.1
Long term creditors	1,043.6	1,071.3	1,133.5	1,041.9	1,043.4
Reserves	228.6	187.7	165.6	150.4	209.3

Statistics

Operating Margin %	32.0	24.5	15.0	12.6	12.6
Net surplus % of turnover	15.7	7.5	6.7	0.7	0.9
Gearing %*	62	66	70	70	71
Loan debt to turnover ratio	4.0	3.9	4.5	4.5	4.4
Loan debt per owned rented/home ownership property £k	30.8	32.4	34.0	31.8	31.8

Accommodation owned and managed

Owned stock - rented	28,033	28,081	27,907	27,519	27,482
Owned stock - leasehold	7,470	7,255	6,942	7,023	6,028
Managed stock	2,818	2,558	3,200	3,357	5,296
Total	38,321	37,894	38,049	37,899	38,806

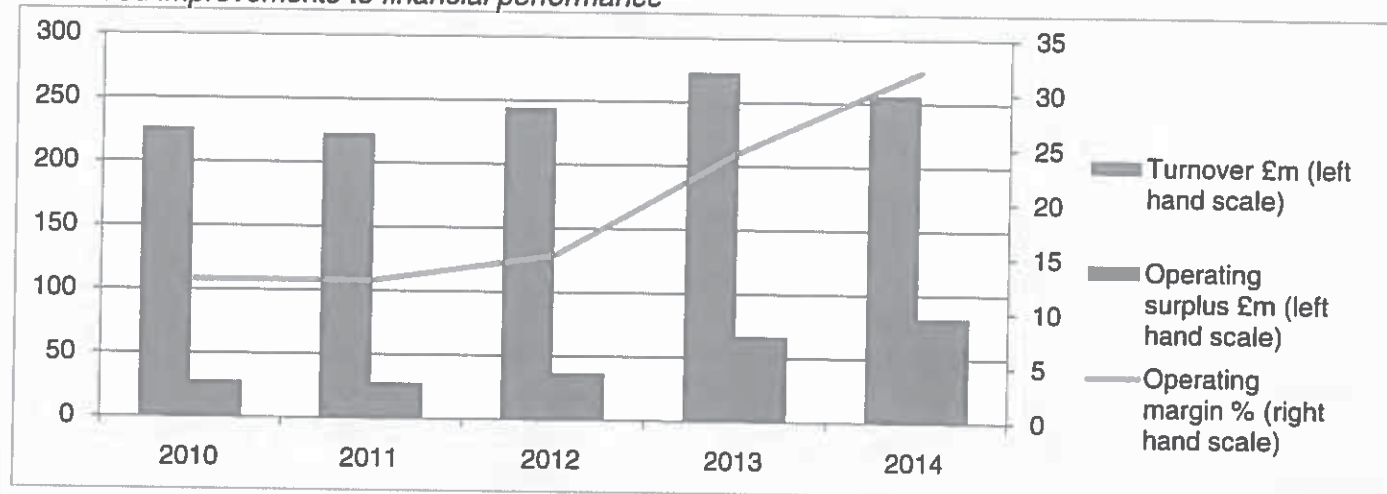
*Gearing represents net debt as a percentage of reserves plus capital grants plus housing depreciation and is shown for MHT as the main vehicle for financing.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Group headlines

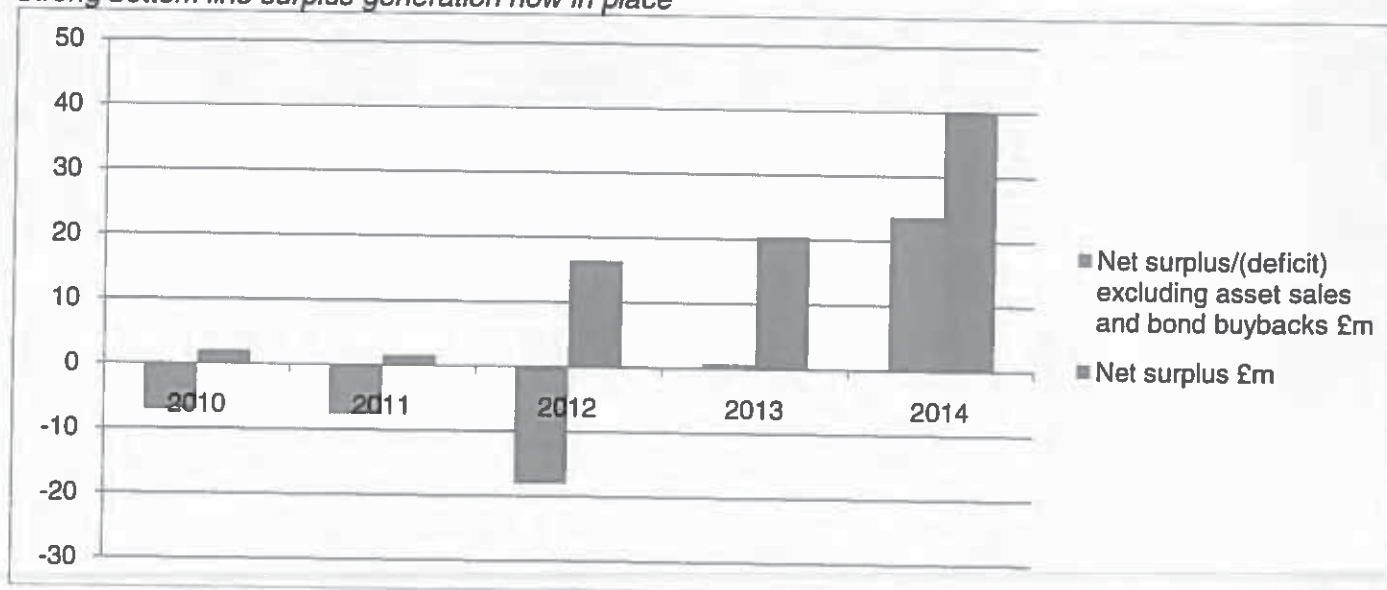
Continued improvements to financial performance



The reported results for 2013/14 evidence rapidly improving financial performance, with net surplus almost doubling from £20.4m in 2013 to £40.2m. The efficiency measures we have introduced, coupled with the bedding in of improved ongoing cost control throughout the business, delivered an £18.6m reduction to operating costs. Lower loan interest costs were achieved following the buy back of some high coupon bonds at the end of 2012/13. For the second year in a row, business growth was funded from internal resources without recourse to loan debt, and more work was carried out at the end of the year to restructure existing debt in order to unlock future savings. Following this period of rapid improvement, the business is now in a position to consolidate its strong financial performance and we expect to report continued steady improvement over future years.

The reported 2014 Group net surplus of £40.2m compares to a net surplus of £44.7m for Metropolitan Housing Trust as the parent entity. During the year, the commercial subsidiary companies Metropolitan Living Limited and Clapham Park Development Limited reported accounting losses as a result of gift aid payments made in respect of profits generated in the previous year.

Strong bottom line surplus generation now in place



Metropolitan Housing Trust Limited Consolidated Financial Statements

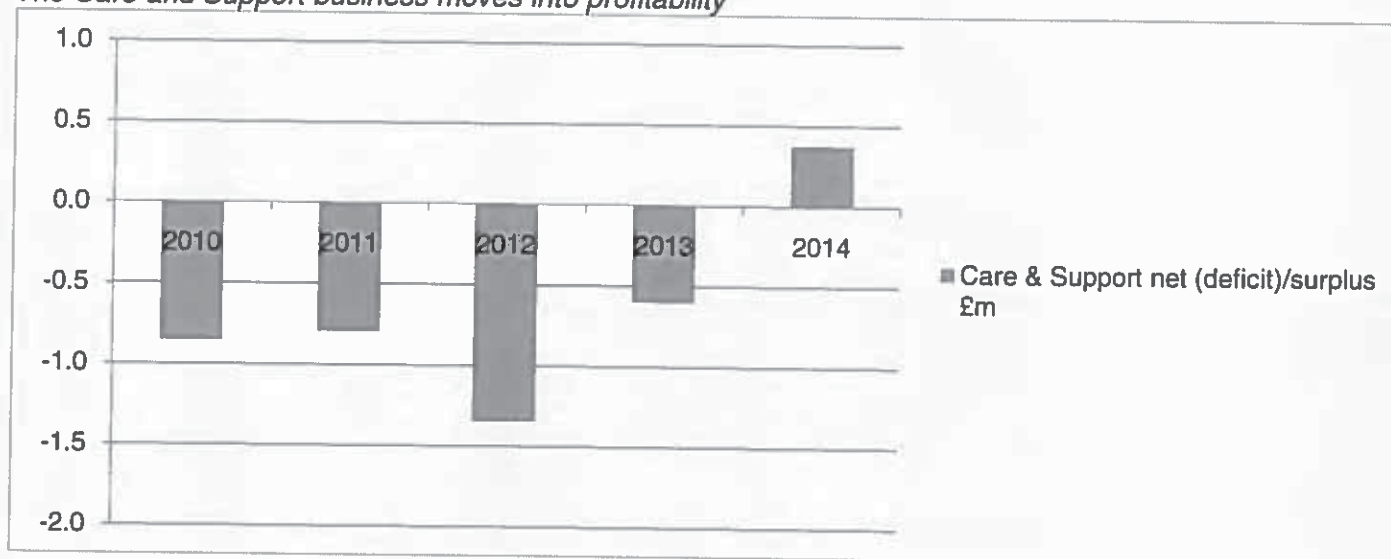
Operating and Financial Review for the year ended 31 March 2014 (continued)

Income

Group turnover reduced overall by £16.8m (6.2 per cent) in 2013/14. This was heavily influenced by the profile of new build property sales, on both an outright and shared ownership basis. 2012/13 saw particularly high activity in this area, with sales proceeds of £57.4m generating surpluses of £14.6m (a margin over cost of 34 per cent). In 2013/14 proceeds reduced to £37.9m, deriving surpluses of £8.4m (margin over cost 28 per cent). The reduced margin year on year was driven by performance at the Upton development in Northamptonshire, where 49 sales were completed in the year at lower margins. Performance at our other sale schemes has been strong, with the escalating London property market delivering sales results in excess of budget expectations.

The core operating side of the business received a rent increase of 3.1 per cent plus rent convergence allowances, in line with the government formula. This increase was much lower than in the previous year, and was more in line with long term inflation trends. Rent and service charge losses due to void properties reduced by 14 per cent year on year, despite some upward pressure in the final quarter caused by delays to void repairs while contractual issues with our main repairs provider were dealt with. Rent and service charge arrears were a key area of business focus through the year. New systems and processes were introduced to improve arrears management, and these measures delivered significant improvement to the current tenant arrears position, which reduced by £0.8m through the year.

The Care and Support business moves into profitability



Supporting People contract income reduced from £18.8m in 2013 to £16.5m in 2014, but the operating surplus generated from this activity improved from £0.2m to £1.3m. This performance reflects the structural changes brought into the Care and Support business, introducing much stronger focus on financial and contract performance to drive clear decisions around business direction.

The low cost home ownership division has continued to perform well through the Metropolitan change process. 2014 results report a surplus of £8.4m from turnover of £17.1m (2013: surplus of £8.3m from turnover of 17.0m). Our home ownership team enjoys a strong reputation throughout the sector, and this received further endorsement at the end of the financial year when the team successfully bid for renewal of the HCA's 2014 to 2016 national post sales agency contract against stiff opposition – this expands the service already provided on behalf of the HCA.

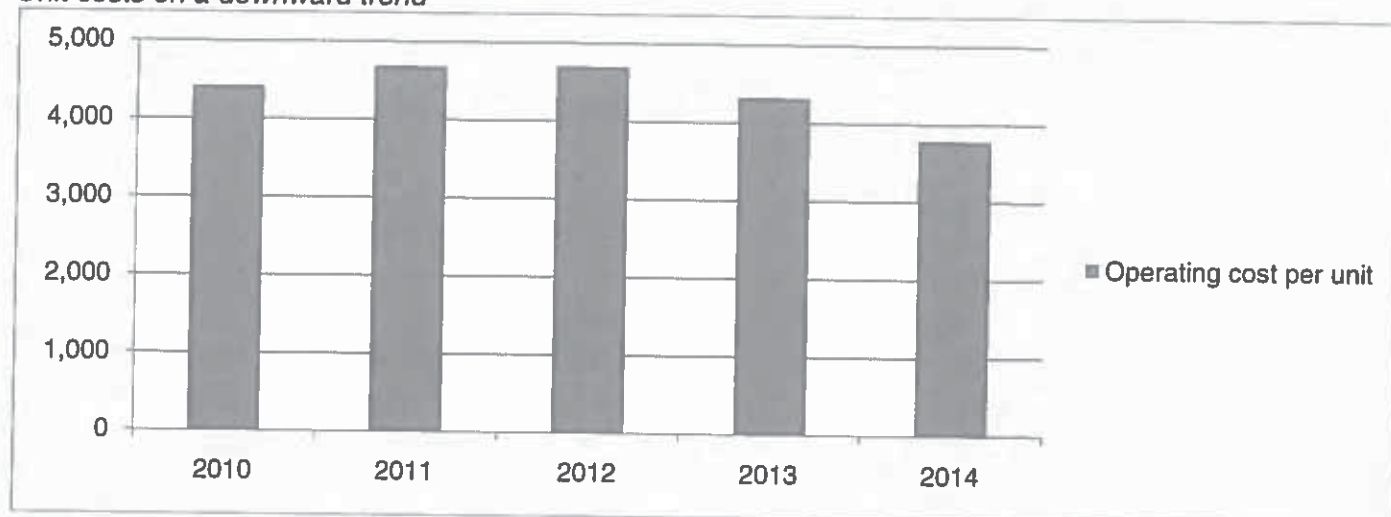
Metropolitan's market rent properties deliver turnover of £4.6m and operating profit of £2.6m (2013: turnover £3.7m; operating profit £2.5m). This is a sizeable portfolio of stock, comprising several hundred units and concentrated in south and east London and Leicester. Work is underway to perform further analysis of this portfolio and assess options to enhance the business benefits.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Costs

Unit costs on a downward trend



Significant cost reduction is embedded within the reported 2013/14 results. Total operating costs per unit have reduced by £534 (12 per cent) between 2013 and 2014, evidencing the good progress that has been made to eliminate unnecessary cost and instil proper financial management discipline across the business.

The majority of our cost reduction work has been focussed on management costs, which have reduced from £58.0m to £49.4m year-on-year. Major initiatives to introduce more streamlined staff structures and rationalisation of our office accommodation have delivered substantial savings but have also contributed to an overall improvement in service levels – this work has not been about cutting cost for its own sake, it was also necessary in order to cut out historic bad practices and promote more effective working relationships throughout the business.

Routine maintenance costs have also reduced, from £18.4m in 2013 to £16.7m in 2014. Savings were achieved following review and renegotiation of our main responsive and void repairs contracts. We have now terminated these contracts and have established short term contracts on a schedule of rates basis with new providers, pending a full re-tender of the service during 2014/15.

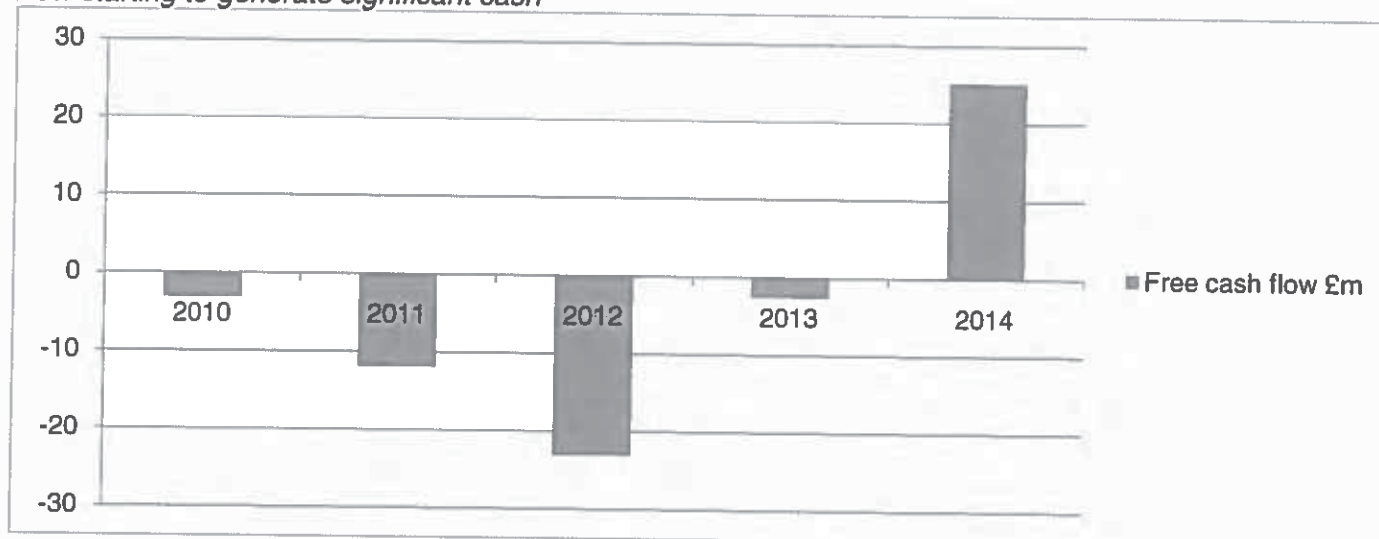
Including capital expenditure, £23.4m was spent during the year on planned maintenance and major works to our properties (2013: £24.9m). This total includes £5.8m spent at Clapham Park and Ashmole, our two major regeneration projects in Lambeth. The balance of expenditure across the rest of our stock remains relatively low. Stock condition surveys were carried out during the year, and these results are currently being modelled in order to inform a comprehensive and affordable future planned maintenance programme.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Operating performance

Now starting to generate significant cash

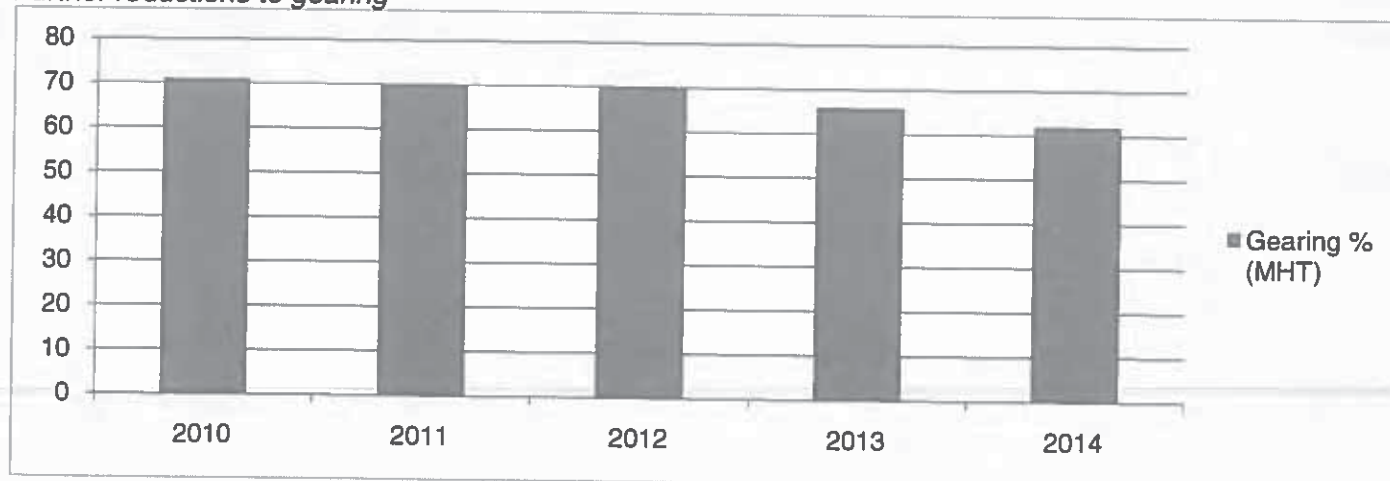


Free cash flow is a measure of the ability of the core business to generate positive cash after taking into account core operating activity, net interest costs and capital expenditure on existing assets. The measure excludes all new development and sales activity, depreciation and impairment. The free cash flow result for 2013/14 marks a milestone in the financial regeneration of Metropolitan – not only is free cash flow positive for the first time in recent history, but it is positive by a significant margin with over £25m of free cash generated. This surplus effectively represents the money that can be put aside to help fund future investment in both new and existing stock, alongside any external finance. It is now a golden rule of the business that free cash flow will always be positive so that there is no reliance on either external finance or historic reserves to fund core operations.

Balance Sheet

The Group balance sheet saw a net addition of £16.8m tangible fixed assets through the year. These costs were funded through a combination of cash reserves, working capital and sales and disposals proceeds, and there was no recourse to loan facilities in order to fund growth. Drawn loan debt reduced by £47.9m net through the year; this included £37.9m of further loan drawings in order to lock into favourable terms before availability periods for drawing had expired. Total reserves increased by £40.9m. This strengthening of the balance sheet has further improved the gearing ratio monitored by our funders, and we are now in a position to build a persuasive offer to the markets when the time to secure additional growth finance arrives.

Further reductions to gearing



Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

The Group ended the year with £148.2m of cash and liquid short term investments (2013: £111.3m), reflecting the strong cash generation from both core operations and sales activity. All financial covenants imposed by our lenders were met with comfort.

Future financial performance

Last year we reported the early signs of improving financial performance at Metropolitan. This year the results show clear and gathering momentum – the hard work which has been put in to turn the business around is bearing fruit and our financial position no longer compares unfavourably to our peers. The ambition for 2014/15 and beyond is to continue on a steady path of continuous financial improvement. Commercial strength is fundamental to achievement of our broader business objectives and delivery of healthy surpluses is not something we will shy away from – Metropolitan's residents and customers have suffered in the past because of weak financial management and the current Board is determined that this will not happen again. The 2014/15 budget approved by the Board signals intent to deliver financial results which match the very best of the other large London based registered providers, and this position will be retained into the future.

Delivery of this aspiration is dependent on sound financial management at all levels of the business. In the year ahead we will be working to build on the bedrock of strong basic budgetary discipline now in place, introducing more sophisticated financial management tools and techniques to start moving Metropolitan forward from the 'securing stewardship' phase of its financial rebirth towards a position where financial awareness and responsibility gets closer to the heart of our daily actions and activities.

Treasury management

Introduction

Metropolitan operates a centralised treasury function responsible for the provision of liquidity management and the management of interest rate and counterparty risks. These activities are governed by a treasury policy and strategy which is approved each year by the Board. The policy is based on the CIPFA Code of Practice for Housing Associations as well as Treasury Management Policy Statements and Good Practice Notes issued by the Homes and Communities Agency and its predecessor regulatory bodies.

We adopt a risk-based approach to liquidity and interest rate management. The overriding objective is the avoidance of unacceptable risk. Surplus cash is invested with approved banks and counterparties (ensuring the preservation of capital rather than maximising returns).

The Group is funded from a number of sources including long term loans, bonds, retained earnings and various forms of grant primarily provided by government agencies. All funding is in Sterling, hence there is no currency exchange exposure to the Group.

Loans and Credit Structure

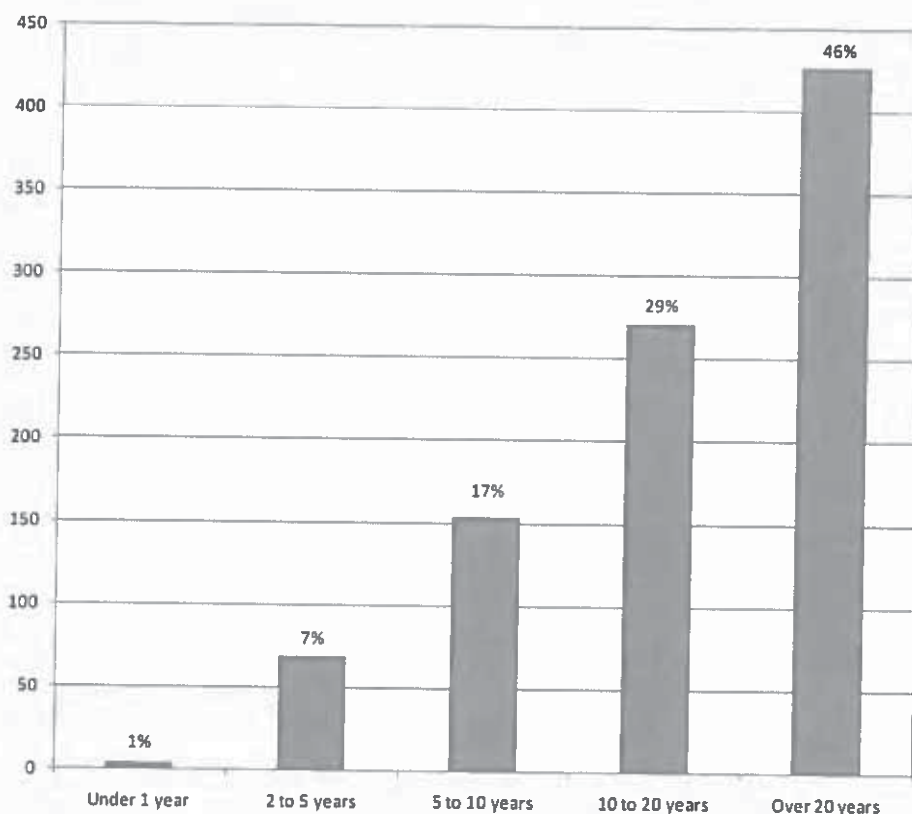
As at 31 March 2014 the Group had committed facilities of £1.21bn (2013: £1.23bn), had drawn loans totalling £1.01bn (2013: £1.06bn) and unutilised committed loan facilities totalling £194m (2013: £157m). The £169m undrawn MHT facilities are fully secured and available at 48 hours notice. The Group has obtained funding from a range of sources with 14% from capital markets, 81% from banks and building societies and 5% from funding clubs.

Borrowings and hedges are structured with staged maturity dates to ensure that large proportions of debt do not mature in the same year in order to avoid any material degree of refinancing risk. Metropolitan has some refinancing risk in the next five years and the improved financial position and cash generation from operating activities provides confidence in terms of funding the proposed business plan over the period.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Drawn Loan Capital Repayments (£m)



Interest Rate Management

We have entered into a number of hedging arrangements to mitigate risks on variable rate debt and inflation-based cash flows and to manage exposures to lending covenants. At 31 March 2014 89% (2013: 84%) of total debt outstanding was hedged either by fixed interest or index-linked loans or swaps.

A re-structure of a large part of the portfolio of stand-alone International Swaps and Derivatives Association (ISDA) transactions held by MHT was undertaken during the year. This was carried out to reduce our longer term exposure to variable interest rates and ensure compliance with upcoming changes to accounting standards. Following this restructure MHT has a total nominal value of £189m ISDA swaps (2013: £345m), at rates between 3.5% and 5.0%. The Group monitors and manages its 'mark-to-market' exposure closely and meets this exposure through a mixture of cash and property collateral. The MHT ISDA interest rate exposure at 31 March 2014 was negative £27.8m (2013: negative £96.4m). Our treasury policy does not permit the speculative trading of financial instruments.

Interest and related expense on Metropolitan's loans decreased to £54.7m across the Group during the year, including £48.8m in MHT (2013: Group £58.1m; MHT £53.9m). This decrease is due to a combination of utilising cash holdings to repay revolving loan facilities, lower capitalised interest, and the benefit of debt reduction from the previous year. This was partly offset by the redemption costs incurred in buying back £5.02m nominal of Haven 8.125% bonds. Metropolitan Housing Trust's weighted average cost of funds was 4.72% (2013: 4.63%).

Metropolitan Housing Trust Limited Consolidated Financial Statements

Operating and Financial Review for the year ended 31 March 2014 (continued)

Covenant Compliance

MHT loan covenants are based primarily on interest cover and gearing ratios. Interest cover is after adding back housing property depreciation and includes surpluses from property sales. Gearing is based on total debt compared to reserves and Social Housing Grant (SHG). Interest cover and gearing covenants are monitored monthly, reported to the Board on a quarterly basis and annually to the finance providers. All covenants were met throughout the year and at the year-end for all loan facilities

Clapham Park Homes Ltd has separate loan covenants relating to its external debt and it was fully compliant in the year ended 31 March 2014.

Group and entity business plans are prepared on the basis that Metropolitan will remain covenant compliant at all times.

Liquidity and cash flow

Surplus funds are used to repay revolving debt as permitted by the terms of the loan agreements and any additional short term cash balances are placed on short-term deposit on a portfolio basis to minimise counterparty risk. Cash balances are sufficient to fund short term development costs, rather than drawing from approved loan facilities.

MHT already has financing in place to cover its projected activities for the next few years. Clapham Park has financing facilities in place to meet the next phase of its development and refurbishment requirements.

In line with the treasury strategy, sufficient committed facilities are available to meet funding requirements for at least the next 2 years. We continually monitor opportunities for additional funding in both the loan and capital markets across all maturities.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance

Introduction

Metropolitan Group has adopted and complies with the principles of the National Housing Federation's Code of Governance: Excellence in Governance. In fulfilling its obligations under that code it makes use of good practice drawn from guidance to that code, the UK Corporate Governance Code and, where relevant the Charity Commission.

Governance

The Metropolitan Housing Trust Board (MHT) acts as the Parent Board for the Group with overall responsibility for group strategy and management. MHT and the subsidiary companies are governed by the same policies. Each subsidiary company also has a board and the Parent Board has nomination rights to each of the subsidiary Boards, and makes all the appointments to its Committees. The two main subsidiaries are Clapham Park Homes Limited and Metropolitan Support Trust Limited (MST), both being registered providers of social housing and registered charities. The other group subsidiaries are Metropolitan Living Limited, Clapham Park Developments Limited (a subsidiary of Clapham Park Homes Limited), EM Property Services Limited; Longsdale Limited and Spiritagen Limited. The wider group also includes two joint ventures which operate through limited liability partnerships.

During the year, the MHT Board met on 9 occasions, including a strategic away day when the Board considered future growth and development plans and the Group's long term strategy.

Further work took place to identify how to make the governance structure more effective and integrated, building on revised arrangements put in place during 2012 and early 2013. This led to a new governance structure and working arrangements, including changes to the composition of committees and boards. The MHT Board now comprises 9 non-executive members and 2 executive members (the Chief Executive and Executive Director of Finance).

There are parent board members on the boards of all subsidiaries in the group, which provides a clear line of sight to the main MHT Board. During the year, the Boards of MHT and MST agreed, in principle, to the future consolidation of care and support activities within MHT as this will provide a more joined up service offer for customers. We expect the formal transfer of engagements from MST to MHT to take place during the autumn of 2014.

A new committee structure was introduced during the year. The Group Committees now comprise:

Audit and Risk Committee

The Audit and Risk Committee is responsible for ensuring that internal controls are adequate and effective and that the organisation's approach to risk management is commensurate with risk appetite. The committee approves the internal audit workplan and reviews internal audit findings. It recommends the appointment of internal and external auditors.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Investment and Finance Committee (IFC)

The IFC is responsible for making decisions about significant capital and operational expenditure and provides a source of challenge for the Executive and the Board in managing the finances of the whole group, in particular long term financial planning. It oversees investment in new homes and schemes and authorises major contracts for works, goods and services.

Customer Quality Services Committee (CQSC)

The focus of our main customer facing committee has changed and the CQSC now provides assurance to the Board on our service delivery and customer service and there is an improved synergy between CQSC, the customer led Scrutiny Committees through their service audits and the National Customer Group, providing valuable customer insight. The committee is combining its meetings with estate visits in order to develop members' knowledge about our properties.

Treasury Committee

The Treasury Committee provides an expert focus on the management of the group's loans and investments portfolio.

Nominations Committee

The Nominations Committee keeps under review the composition of the board and the framework for appointing, developing and appraising board members

Pay and Remuneration Committee

The Pay and Remuneration committee has oversight of pay and remuneration matters, including Board member remuneration.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

The information below shows attendance at Parent Board meetings.

Board member	Board meetings attended 2013/14	
Stuart Beevor	8	(89%)
Sheila Button (resigned 26 September 13)	2	(67%)
Clive Deadman	9	(100%)
Janet Dean	8	(89%)
Michael Dunn (appointed 2 January 14)	3	(100%)
Teresa Graham (resigned 26 September 13)	3	(100%)
Mike Green	9	(100%)
David Hoy (resigned 26 September 13)	3	(100%)
Brian Johnson	9	(100%)
Paula Kahn (Chair)	9	(100%)
Sarah Mussenden (appointed 26 September 13)	6	(100%)
Jerry Piper	9	(100%)
Waheed Saleem	7	(78%)
Christine Turner	8	(89%)
Howard Webber (resigned 26 September 13)	3	(100%)

The figures in brackets above denote attendance at Board meetings as a percentage of all possible meetings held during each member's term in office during the year.

During this financial year the board has implemented further improvements to its governance arrangements. These include the following:

- Appointment of a board member with property finance expertise
- Outsourcing the internal audit function
- Ensuring that risk and risk management are discussed at every board meeting
- Finalising intragroup agreements between different members of the MHT group;
- Approving an updated constitution for Clapham Park Homes Ltd
- Improved reporting to boards and committees leading to clearer decision making
- Appointment of a Senior Independent Director

The roles of Chair of the Metropolitan Board and Chief Executive are separate, reflecting the different responsibilities of leading the Board and the executive. These roles are defined in writing and each member of the Board is bound by an Agreement for Services, the Code of Conduct and other agreed policies and documents. The Secretary keeps a Group Register of Board Members' Interests which is updated on a regular basis.

Customer participation is achieved through the Customer Quality Services Committee, Scrutiny Committees and the National Customer Group. Customers are members of the Board of Clapham Park Homes and the Parent Board.

As a social business we believe corporate responsibility and sustainability should be embedded across our organisation. This includes work with suppliers to embed sustainable practices and includes our commitment to openness and transparency.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Induction, development and appraisal of non-executive board members

All non-executive Board members are required by the Rules to be members of the Association. All Board members have the same legal status and share responsibility equally for decisions taken by the Board regardless of whether they are executive, non-executive, independent or residents.

The Board undertakes a regular formal and rigorous evaluation of its own performance and that of its individual members. At the year end, the Board commissioned an independent review of its effectiveness; the results of which will be reported next year.

Remuneration of non-executive board members

The level of remuneration of Board members has been arrived at after benchmarking levels of board member pay in comparable housing associations and takes into account the need to attract, retain and motivate members who have the required levels of skill and experience.

Metropolitan has robust, transparent and independent systems for recruitment of Board Members: advertising for new Members is sufficiently broad to ensure that equal opportunities and diversity standards are met and the recruitment process is governed by principles of transparency, openness and accountability.

Both individual and collective Board Member performance is appraised annually with the objective of enabling the Board to make a thorough assessment of the value that it adds to Metropolitan's performance. The Chair and Vice Chair/SID's roles are annually appraised by reference to their particular role profiles. There are clear mechanisms in place for Members who fall short of required standards.

The Pay and Remuneration Committee considered the position in accordance with its responsibilities under Rule D19.1(2) of Metropolitan's Rules and recommended that there was no increase in the level of remuneration of non-executive Board Members during 2013/14. The table below shows the salaries paid to Board Members and the expenses incurred during the discharge of their duties during 2013/14. Expenses mainly comprise travel costs incurred in order to attend Board and Committee meetings; public transport costs are usually booked and paid directly to the transport providers by Metropolitan rather than reimbursed to Members. Board Members are based in geographically diverse areas of the country and so the necessary travel expenses incurred in order to attend meetings will vary between Members.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement on Corporate Governance (continued)

Board Member	2014	2014	2013	2013
	Salary £	Expenses £	Salary £	Expenses £
Barbara Roche	2,715	1,197	21,045	247
Chris Birchall			3,750	104
Christine Turner	8,205	1,769	8,205	600
Clive Deadman	8,205	3,389	1,809	295
David Hoy	3,008		8,205	49
Dawn Stephenson			3,750	
Howard Webber	3,382	384	8,205	117
Janet Dean	8,205	1,266	3,948	
Jerry Piper	8,205	92	1,809	109
Lee Rochford			3,750	
Linda Farrant			6,396	162
Michael Dunn	2,849			
Mike Green	8,205	784	5,430	507
Paula Kahn (Chair)	19,643	846		
Ruth Sawtell			3,750	388
Sheila Button	4,492	492	12,252	537
Sheree Russell			7,764	210
Steve Lamb			8,205	
Stuart Beevor	8,205	466	1,809	
Teresa Graham	3,008	63	8,205	
Waheed Saleem	8,205	3,460	4,476	1,353
	<u>96,535</u>	<u>14,208</u>	<u>122,763</u>	<u>4,678</u>

Sheree Russell and Jerry Piper are residents of the Trust. Sheree Russell became a member of the Board in November 2006 and was replaced in March 2013 by Jerry Piper. Sheree Russell is a tenant and Jerry Piper is a leaseholder. Their tenancies and leases are on the same terms and conditions as other residents, and neither of them can or could use their positions as Board members to their advantage in their relationships with the Trust as residents.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Board Statement on Internal Control and Risk Assurance

Internal Control and risk

The Board has overall responsibility for the system of internal control and risk across the Group and for reviewing its effectiveness.

The review process

The internal control framework is designed to manage and reduce, rather than eliminate, the risk of failing to achieve business objectives. It can only provide reasonable, not absolute assurance against material misstatement or loss.

The framework also exists to give reasonable assurance about the reliability of financial and operational information and the safeguarding of Metropolitan's assets and interests. The Audit and Risk Committee regularly reviews the effectiveness of internal controls through the assurance provided by internal audit and regular updates on risk management.

The Board is responsible for overseeing the framework of delegation and systems of internal control, including risk appetite and strategic risks. The Board has reserved certain matters to itself including determining the long term business objectives of the group and any material decisions. A formal Scheme of Delegation and Financial Regulations set out the delegations framework in place for Board Committees and the Executive Team.

Key risks

The key risks and how they are mitigated are summarised on page 16. The approach to strategic risk identification and risk management is firmly embedded across the Group. Management responsibility is clearly defined with regard to the identification, evaluation and control of significant risks. The formal ongoing process of risk review includes a strategic risk review at each meeting of the Audit and Risk Committee and the Board. The review by the Executive Team includes a review of the strategic risks and scheduled review of risk registers for each operational area.

Information and financial reporting systems

Our business plan is monitored continuously by management and the Board to ensure that the business remains financially healthy and that targets for financial growth and other objectives are met in order to enable the delivery of our social objectives. The business plan is tested against a range of challenging regulatory, investment, economic, financial and business performance scenarios.

Our ability to control the business and monitor progress against plan has been enhanced through making improvements to the quality of our performance reports and monthly management accounts.

Fraud

Fraud is an ever-present threat to resources and may occur from outside or from within the organisation. Metropolitan has an approved fraud policy that covers the prevention, detection, investigation, and reporting of fraud, including remedial action to prevent a recurrence. All cases of fraud and attempted fraud are reported to the Executive Team and to the Audit and Risk Committee. The policy was reviewed by the Audit and Risk Committee in April 2014. The group has appointed a Money Laundering officer as part of its compliance with anti-money laundering legislation.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Board Statement on Internal Control and Risk Assurance (continued)

Anti-bribery and whistle blowing

Metropolitan values its reputation and is committed to maintaining the highest possible ethical standards in all its business activities. Metropolitan has a Whistle Blowing Policy that encourages staff and others to express any serious concerns regarding suspected misconduct or malpractice going on within the organisation. Our Anti Bribery Policy makes clear that we have zero tolerance of any form of bribery. These policies were reviewed by the Audit and Risk Committee in April 2014.

Monitoring, control environment and control procedures

A process of control, self-assessment and regular management reporting on control issues provides hierarchical assurance to successive levels of management and the Board, together with an auditable trail of accountability. The certification is tailored to reflect the potential risks and the control environment of the business. This enables corrective action to be taken where appropriate and provides assurances to management and the Board. The CEO provides an annual assurance report to the Audit and Risk Committee and the Board.

The Code of Conduct sets out Metropolitan's expectation of staff with regard to quality of service, business disciplines, honesty and integrity. It is supported by a framework of policies and procedures with which staff must comply.

These cover issues such as delegated authority, segregation of duties, accounting, treasury management, health and safety, data and asset protection and fraud prevention and detection. Policies are periodically reviewed in accordance with a prescribed timetable.

Audit assurance

The internal audit function reports directly to the Executive Director of Finance and has direct access to the Audit and Risk Committee. During the year the Board decided to fully outsource the internal audit function in order to gain a more independent perspective, benefit from best and developing practice and to have greater access to benchmarking data across housing and other sectors; the outsourced appointment took effect on 1 July 2013. Following this appointment, a full year internal audit programme was delivered by 31 March 2014.

The internal audit programme of work is aligned to strategic objectives and risk. The Audit and Risk Committee regularly reviews the status of internal audit recommendations made, to ensure that they are responded to promptly and appropriately by responsible managers.

The Audit and Risk Committee meets four times a year and considers internal control and risk management at each meeting. The Committee provides an annual report to the Board and a report following each of its meetings. The work of the external auditors provides further independent assurance on the control environment as described in their audit report. Metropolitan receives a letter from the external auditors identifying any weaknesses in internal control with recommendations for improvement and this letter is considered by the Audit and Risk Committee together with a detailed action plan to address any issues. A review of the effectiveness of the internal and external auditors is scheduled to take place annually.

Going concern

After making enquiries, the Board has a reasonable expectation that Metropolitan has adequate resources to continue in operational existence for the foreseeable future. For this reason the Board continues to adopt the going concern basis in preparing the Group and Trust financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statement of responsibilities of the Board

Statement of responsibilities of the Board

The Board is responsible for preparing the Operating and Financial Review and the Group and Trust financial statements in accordance with applicable law and regulations. Community Benefit Society law requires the Board to prepare financial statements for each financial year. Under that law the Board has elected to prepare the financial statements in accordance with UK Accounting Standards. The Group financial statements are required by law to give a true and fair view of the state of affairs of the Group and the Trust, and of the surplus or deficit of the Group for that period.

In preparing the Group and the Trust financial statements, the Board is required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Group and the Trust will continue in business.

The Board is responsible for keeping proper accounting records that disclose with reasonable accuracy at any time the financial position of the Trust and enable them to ensure that its financial statements comply with the Co-operative and Community Benefit Societies Act 2014, the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Housing and Regeneration Act 2008 and the Accounting Direction for Private Registered Providers of Social Housing 2012. It has general responsibility for taking such steps as are reasonably open to it to safeguard the assets of the Trust and to prevent and detect fraud and other irregularities.

The Board is responsible for the maintenance and integrity of the corporate and financial information included on the Metropolitan website. Legislation in the UK governing the preparation and dissemination of financial statements may differ from legislation in other jurisdictions.

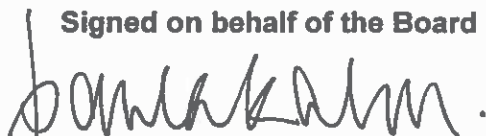
Auditors

BDO LLP is the organisation's external auditor. A resolution to re-appoint BDO LLP will be proposed at the Annual General Meeting in 2014.

Disclosure of information to auditors

The board members who held office at the date of approval of this board report confirm that, so far as they are each aware, there is no relevant audit information of which the Trust's auditors are unaware; and each board member has taken all the steps that they ought to have taken as a board member to make themselves aware of any relevant audit information and to establish that the Trust's auditors are aware of that information.

Signed on behalf of the Board



Paula Kahn

Chair

Date 27th August 2014

Metropolitan Housing Trust Limited Consolidated Financial Statements

Independent Auditors' Report

TO THE MEMBERS OF METROPOLITAN HOUSING TRUST LIMITED

We have audited the financial statements of Metropolitan Housing Trust Limited for the year ended 31 March 2014 which comprise the Consolidated and Trust income and expenditure accounts, the Consolidated and Trust statements of total recognised surpluses and deficits, the Consolidated and Trust balance sheets, the consolidated cash flow statement and the related notes. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the Trust's members, as a body, in accordance with the Housing and Regeneration Act 2008 and Section 87 of the Co-operative and Community Benefit Societies Act 2014. Our audit work has been undertaken so that we might state to the Trust's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Trust and the Trust's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of the board and auditors

As explained more fully in the statement of board member responsibilities, the board members are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Financial Reporting Council's (FRC's) Ethical Standards for Auditors.

Scope of the audit of the financial statements

A description of the scope of an audit of financial statements is provided on the FRS's website at www.frc.org.uk/auditscopeukprivate.

Opinion on financial statements

In our opinion the financial statements:

- give a true and fair view of the state of the Group's and Trust's affairs as at 31 March 2014 and of the Group's and Trust's surplus for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Co-operative and Community Benefit Societies Act 2014, the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Housing and Regeneration Act 2008 and the Accounting Direction for Private Registered Providers of Social Housing 2012

Metropolitan Housing Trust Limited Consolidated Financial Statements

Independent Auditors' Report (continued)

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where we are required to report to you if, in our opinion:

- the information given in the Report of the Board for the financial year for which the financial statements are prepared is not consistent with the financial statements;
- adequate accounting records have not been kept by the Trust, or returns adequate for our audit have not been received from branches not visited by us; or
- a satisfactory system of control has not been maintained over transactions; or
- the Trust's financial statements are not in agreement with the accounting records and returns; or
- we have not received all the information and explanations we require for our audit.

BDO LLP

BDO LLP, statutory auditor
Gatwick, West Sussex
United Kingdom

Date *28 August 2014*

BDO LLP is a limited liability partnership registered in England and Wales (with registered number OC305127).

Metropolitan Housing Trust Limited Consolidated Financial Statements

Income and Expenditure Accounts for the year ended 31 March 2014

	Note	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Turnover	2	256,192	273,004	197,353	194,091
Cost of sales	2	(28,911)	(42,179)	(5,366)	(14,405)
Operating costs	2	(145,188)	(163,814)	(111,248)	(123,428)
Operating surplus	6	82,093	67,011	80,739	56,258
Surplus on sale of properties not developed for outright sale	7	10,421	10,003	10,125	9,992
Surplus on ordinary activities before interest and taxation		92,514	77,014	90,864	66,250
Interest receivable and similar income	8	2,961	2,622	2,642	2,598
Interest payable and similar charges	9	(54,653)	(59,255)	(48,793)	(55,040)
Surplus for the year before taxation		40,822	20,381	44,713	13,808
Taxation	10	(597)	-	-	-
Retained surplus for the year	22	40,225	20,381	44,713	13,808

All amounts relate to continuing activities. There is no difference in the results disclosed in the income and expenditure accounts and those on an unmodified historical cost basis.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Statements of Total Recognised Surpluses and Deficits for the year ended 31 March 2014

	Note	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Retained surplus for the year		40,225	20,381	44,713	13,808
Actuarial gain on defined benefit pension scheme	25	653	157	653	157
Transfer of subsidiary undertakings	22	-	-	(1,922)	-
Revaluation of investments	22	(20)	1,530	(240)	476
Total recognised surpluses and deficits relating to the year		<u>40,858</u>	<u>22,068</u>	<u>43,204</u>	<u>14,441</u>

The notes on pages 43 to 84 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Balance Sheets at 31 March 2014

	Note	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Tangible fixed assets					
Housing properties at cost less depreciation and impairment	11	2,351,978	2,337,343	2,163,855	2,150,500
Less Social Housing grant and other grants	11	<u>(1,220,281)</u>	<u>(1,225,424)</u>	<u>(1,152,158)</u>	<u>(1,157,774)</u>
Net Housing Properties		1,131,697	1,111,919	1,011,697	992,726
Other tangible fixed assets	11	<u>12,622</u>	<u>15,624</u>	<u>12,834</u>	<u>15,834</u>
Total tangible fixed assets		<u>1,144,319</u>	<u>1,127,543</u>	<u>1,024,531</u>	<u>1,008,560</u>
Investments					
My Choice Homebuy		38,194	40,895	38,194	40,895
Homebuy		154,143	166,850	154,143	166,850
Less: Social Housing Grant		<u>(154,143)</u>	<u>(166,850)</u>	<u>(154,143)</u>	<u>(166,850)</u>
Other Investments	12	<u>27,509</u>	<u>60,323</u>	<u>13,160</u>	<u>49,193</u>
		1,210,022	1,228,761	1,075,885	1,098,648
Current assets					
Stock	13	19,087	25,469	6,100	3,750
Debtors					
- receivable within one year	14	47,049	42,314	41,269	43,184
- receivable after one year	14	27,015	56,842	13,048	37,750
Cash at bank and in hand		<u>148,168</u>	<u>111,284</u>	<u>142,117</u>	<u>106,845</u>
		241,319	235,909	202,534	191,529
Creditors: amounts falling due within one year	15	<u>(136,327)</u>	<u>(129,220)</u>	<u>(128,869)</u>	<u>(124,103)</u>
Net current assets		<u>104,992</u>	<u>106,689</u>	<u>73,665</u>	<u>67,426</u>
Total assets less current liabilities		<u>1,315,014</u>	<u>1,335,450</u>	<u>1,149,550</u>	<u>1,166,074</u>
Creditors: amounts falling due after more than one year	16	1,043,642	1,071,330	944,548	972,624
Provision for liabilities	18	40,954	74,075	14,631	45,798
Pension liability	25	1,859	2,344	1,859	2,344
Capital and reserves	22	<u>228,559</u>	<u>187,701</u>	<u>188,512</u>	<u>145,308</u>
		<u>1,315,014</u>	<u>1,335,450</u>	<u>1,149,550</u>	<u>1,166,074</u>

The financial statements were approved and authorised for issue by the Board on 31st July 2014 and were signed on its behalf by:


Paula Kahn
Chair


Sarah Mussenden
Executive Director, Finance


Mary Keane
Company Secretary

The notes on pages 43 to 84 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Consolidated Cash Flow Statement for the year ended 31 March 2014

	2014 £'000	2013 £'000
Net cash flow from operating activities	128,292	116,567
Return on investments and servicing of finance	(51,914)	(57,959)
Capital expenditure and financial investment	(24,362)	(25,321)
	<hr/>	<hr/>
	52,016	33,287
Management of liquid resources	32,793	85,362
Financing	(47,925)	(43,012)
	<hr/>	<hr/>
Increase in cash	36,884	75,637
	<hr/>	<hr/>
Reconciliation of operating surplus for the year to net cash flow from operating activities		
	2014 £'000	2013 £'000
Operating surplus	82,093	67,011
Depreciation	16,071	15,483
Impairment	938	2,192
Decrease in debtors	22,993	19,370
Decrease in stock	18,717	16,102
Increase in creditors	20,433	8,167
Decrease in provisions	(33,121)	(12,050)
Increase in pension liability	168	292
	<hr/>	<hr/>
Net cash inflow from operating activities	128,292	116,567
	<hr/>	<hr/>
Reconciliation of net cash flow to movement in net debt		
	2014 £'000	2013 £'000
Increase in cash in the year	36,884	75,637
Amortisation of discounts, initial costs and other changes	-	(1,022)
Cash to repay loans	85,850	66,695
Cash received from loans raised	(37,943)	(23,700)
Finance lease repayments	18	17
	<hr/>	<hr/>
Change in net debt	84,809	117,627
Net debt at 1 April	(950,177)	(1,067,804)
	<hr/>	<hr/>
Net debt at 31 March	(865,368)	(950,177)
	<hr/>	<hr/>

The notes on pages 43 to 84 form part of these financial statements.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes to the Consolidated Cash Flow Statement for the year ended 31 March 2014

	2014 £'000	2013 £'000		
Returns on investments and servicing of finance				
Interest received	2,962	1,485		
Interest paid and associated costs	(54,866)	(59,394)		
Interest element of finance lease payments	(10)	(50)		
	<u>(51,914)</u>	<u>(57,959)</u>		
Capital expenditure and financial investment				
Payments to acquire and develop housing properties	(56,284)	(73,502)		
Social Housing Grant received less amounts repaid	4,479	29,340		
Payments to acquire other fixed assets and fixed asset investments	(60)	(36)		
Realisation in My Choice Homebuy	2,701	1,495		
Receipts from sale of fixed asset housing properties	24,802	17,371		
Sale of other tangible assets	-	11		
	<u>(24,362)</u>	<u>(25,321)</u>		
Management of liquid resources				
Maturity of bank deposits	-	85,362		
Sale of other liquid resources	32,793	-		
	<u>32,793</u>	<u>85,362</u>		
Financing				
Loans received	37,943	23,700		
Loans repaid	(85,850)	(66,695)		
Capital element of finance lease payments	(18)	(17)		
	<u>(47,925)</u>	<u>(43,012)</u>		
Analysis of changes in net debt				
	At 1 April 2013	Cash flows	Non-cash Changes	At 31 March 2014
Cash at bank and overdrafts	111,284	36,884	-	148,168
Debt due within 1 year – loans	(3,674)	-	(926)	(4,600)
Debt due within 1 year – finance leases	(18)	(2)	-	(20)
Debt due after 1 year – loans	(1,057,067)	47,907	926	(1,008,234)
Debt due after 1 year – finance leases	(702)	20	-	(682)
	<u>(950,177)</u>	<u>84,819</u>	<u>-</u>	<u>(865,368)</u>
Total	(950,177)	84,819	-	(865,368)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014

1 Accounting policies

Principal accounting policies

The following accounting policies have been applied consistently in dealing with items which are considered to be material in relation to the financial statements of the Group and Trust.

Basis of accounting

The financial statements are prepared on a going concern basis under the historical cost convention, as modified for the revaluation of fixed asset investments and in accordance with applicable accounting standards, the Co-operative and Community Benefit Societies Act 2014; the Co-operative and Community Benefit Societies (Group Accounts) Regulations 1969, the Statement of Recommended Practice Accounting by Registered Social Housing Providers Update 2010, and comply with the Accounting Direction for Private Registered Providers of Social Housing 2012.

Consolidation

The Consolidated Financial Statements include the Trust and its subsidiaries. Non-exchange transactions where there is a clear gift of control are accounted for as business combinations. The results of the subsidiaries are included in the consolidated income and expenditure account from the date of their formation or gift in to the group. Intra-group surpluses and deficits are eliminated on consolidation.

The assets and results of regeneration partnerships with other Registered Providers are consolidated into the statements of the Trust proportionately to its share in the partnership.

Related parties

The Trust has taken advantage of the exemption contained in FRS 8 'Related Party Disclosure' and has therefore not disclosed transactions or balances with entities which are 100% owned.

Turnover

Turnover represents rental and service charge income receivable, recognised on the execution of tenancy agreements, income from the sales of properties recognised at completion, fees and revenue based grants receivable from local authorities, the Homes and Communities Agency and others.

Housing properties

Housing properties constructed or acquired on the open market are stated at cost less the amount of grants received towards their construction and depreciation. The cost of properties is their purchase price together with incidental costs of acquisition including interest payable. Interest payable is capitalised during the period of construction where a project is financed by the borrowings of the Trust.

Housing properties are split between land, structure and major components which will require periodic replacement.

Development costs include the Trust's directly attributable development management costs and other direct costs.

Housing properties in the course of construction, excluding the cost of shared ownership first tranches, are not depreciated and are included in fixed assets at cost (less any impairment) as part of housing properties, and are transferred to completed properties when ready for letting.

The costs of construction of properties developed for first tranche sales of shared ownership properties are treated as stock.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

1 Accounting policies (*continued*)

Social Housing Grant

Where developments have been financed wholly or partly by Social Housing Grant (SHG), the carrying value of those developments has been reduced by the amount of the grant received. Where the property is expected to be sold in the foreseeable future provision is made if it is considered that the grant will be repayable.

SHG in respect of housing properties in the course of construction received in advance of aggregate expenditure is shown as a current liability.

SHG is eligible for abatement where the final position on a low cost home ownership sale results in a loss. In such cases the grant is released to the income and expenditure account to offset the loss.

Where a SHG funded property is sold the grant becomes recyclable and is transferred to a recycled capital grant fund until it is reinvested in a replacement property.

Low cost home ownership properties and staircasing

Under low cost home ownership arrangements, the Trust disposes of a long lease on low cost home ownership housing units to persons who occupy them at a share equal to between 25% and 75% of value. The occupier has the right to purchase further proportions up to 100% at the then current valuation. Low cost home ownership properties are split between current and fixed assets on initial recognition. The proceeds from the sale of the current asset element ("first tranche") are included in turnover and the related asset expensed through the income and expenditure statement as a cost of sale.

The remaining element of the property ("staircasing element") is accounted for as a fixed asset and any subsequent tranche sale treated as a part disposal of a fixed asset. SHG in respect of low cost home ownership properties is allocated against the retained element of the low cost home ownership property and is treated as a deduction from fixed asset costs.

The properties are not depreciated on the expectation that the net realisable value at the time of disposal will be in excess of the historical cost.

Shared ownership properties

Where shared ownership properties are included as part of a mixed tenure scheme, if one part is in deficit and the other part is in surplus, the surplus has been reduced by the amount of the deficit.

Stock

Stock represents; work in progress and completed properties relating to housing properties for transfer to other registered providers, properties developed for outright sale and for shared ownership first tranche sales development. Where housing properties have been developed for shared ownership, the value held as stock is the estimated cost to be sold as a first tranche. The balance is held as work in progress or completed properties in fixed assets.

Stock is stated at the lower of cost and net realisable value.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

1 Accounting policies (*continued*)

Depreciation and impairment

Freehold land is not depreciated.

Housing properties are split between the structure and the major components which require periodic replacement. The costs of replacement or restoration of these components are capitalised and depreciated over the determined average useful economic life as follows:

Description	Economic useful life
Structure	125
Kitchen	20
Bathroom	30
Roofs (pitched)	70
Roofs (flat)	20
External doors	30
Boiler	15
Electrics	40
External windows	40
Mechanical systems	20
Communal	20
Lifts	20

Leasehold properties are depreciated over the length of the lease except where the expected useful economic life of properties is shorter than the lease; when the lease and building elements are depreciated separately over their expected useful economic lives.

Impairment reviews are carried out where there is an indicator of impairment or where the useful economic life of assets exceeds 50 years, in accordance with FRS 11. An impairment loss is recognised in the income and expenditure account for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the greater of its net realisable value (fair value less selling costs) and value in use adjusted for any amount of planned internal subsidy.

For shared ownership accommodation that the Trust is responsible for, it is the Trust's policy to maintain them in a continuous state of sound repair. Maintenance of other shared ownership properties is the responsibility of the shared owner. The Trust considers that the lives of properties are so long and residual values based on current open market value are so high that any depreciation would be insignificant. Any impairment in the value of such properties is charged to the income and expenditure account.

Depreciation is charged on a straight-line basis over the expected useful economic lives of the other fixed assets at the following annual rates:

Office furniture and equipment	-	20% - 33% on cost
Service equipment	-	5% on cost

Hostels managed by partners

Where properties owned by the Trust are managed as hostels by other organisations under partnership agreements, which result in operating surpluses and deficits accruing to the partner, then the income and expenditure associated with their management is not reflected in the financial statements of the Trust.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

1 Accounting policies (*continued*)

Discounted and deferred interest loans

Discounted bonds are initially recognised at their redemption value less discount on issue. The discount on issue is written off through the income and expenditure account on an annuity basis over the life of the bond. The effective annual rate of interest (calculated over the life of the loan) on deferred interest loans is charged to the income and expenditure account.

Pension costs

Metropolitan Housing Trust, Clapham Park Homes Limited and Metropolitan Support Trust participate in multi-employer defined benefit pension schemes contracted out of the State scheme. The assets of the schemes are held separately from those of the Trust. It is not possible to separately identify assets and liabilities accruing to participating employers. Therefore the schemes are accounted for as defined contribution schemes as permitted under FRS17 and as a result, the amount charged to the income and expenditure account represents the contributions payable to the schemes in respect of the accounting period. In addition to this and until 2023, the Trust is paying to the pension providers additional annual sums to cover the historic scheme deficits as calculated in the 2011 scheme valuations.

Metropolitan Housing Trust operates a separate defined benefit pension scheme contracted out of the State scheme. The pension surplus (to the extent that it is recoverable) or deficit is recognised in full. The movement in the scheme surplus/deficit is split between operating charges and finance items which are recognised in the income and expenditure account and the actuarial gains and losses through the statement of total recognised surpluses and deficits.

Leased assets

Rentals paid under operating leases are charged to the income and expenditure account on the accruals basis.

Where assets are financed by leasing agreements that give rights approximating to ownership they are treated as if they had been purchased outright. The amount capitalised is the present value of the minimum lease payments and is depreciated in accordance with the Trust's normal policy for that class of assets.

Other investments

Investments are stated at market value. Unlisted investments are initially recognised at cost and then revalued at each reporting date. Changes in valuation are recognised in the revaluation reserve.

Restricted funds

The income from restricted funds is separately accounted for. Realised and unrealised gains and losses on assets held for a particular fund form part of that fund.

Homebuy

Under the Homebuy scheme and the Key Worker Living Initiative, the Trust received SHG representing a percentage of the open market purchase price of a property in order to advance interest free loans to a homebuyer. The loans advanced by the Trust are shown as an investment on the balance sheet against which the corresponding grant is netted. In the event that the property is sold, the Trust recovers the equivalent loaned percentage value of the property at the time of the sale. The grant becomes recyclable when the loans are repaid up to the amount of the original grant and to the extent the proceeds permit.

The Trust is able to retain any surplus proceeds less sale costs attributable to the equivalent loaned percentage share of the value of the property. If there is a fall in the value of the property the shortfall of proceeds is offset against the grant.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

1 Accounting policies (*continued*)

Homebuy (continued)

Under MyChoice Homebuy, the Trust has issued interest bearing loans representing a percentage of the open market purchase price of the properties. A percentage of this loan (either 50 per cent or 25 per cent) has been funded from the Association's own resources and the balance funded by SHG.

Loans advanced by the Trust under these arrangements are disclosed as fixed asset investments and generate income.

Joint arrangements

The Trust has entered into a number of contractual arrangements that under FRS 9 'Associates and Joint Ventures' are classed as 'a joint arrangement that is not an entity'. Accordingly the Trust has accounted for its assets, liabilities and cash flows in respect of those arrangements, measured according to the terms of the agreements governing the arrangements, and in line with the Trust's accounting policies.

Taxation

The charge for taxation is based on the surplus for the year and takes into account taxation deferred. Deferred tax is provided for on differences between the treatment of certain items for accounting and taxation purposes. It is accounted for to the extent that a liability or asset is expected to be payable or recoverable in the foreseeable future.

Value added tax

The Trust charges Value Added Tax (VAT) on some of its income and is able to recover part of the VAT it incurs on expenditure. The financial statements include VAT to the extent that it is suffered by the Group and not recoverable from HM Revenue and Customs. Recoverable VAT arises from partially exempt activities and is credited to the income and expenditure account.

Provisions

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding and restructuring.

Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

Agreements to improve existing properties

Properties are acquired from local authorities for a consideration equivalent to their 'current market value' (i.e. the normal transfer price) plus the cost of bringing them into a good state of repair. Immediately prior to the transfer, the local authority contracts with the association to carry out these refurbishment works for a fixed sum, equal to the expected cost of the required work. The terms of the local authorities' undertaking to refurbish/repair the properties and the terms of the contract with the association are essentially similar; in particular, the price is fixed and no time limit imposed.

Subcontractors are subsequently employed to carry out the work over a number of years.

The underlying substance of the transactions is reflected on a gross basis; recognising the contractual position of the association which has both a valuable asset for which it has paid (the local authorities' obligation to have the refurbishment carried out) and a legally binding obligation to complete the works under the refurbishment contract. These assets and liabilities are recognised in the balance sheet within debtors and provisions respectively.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

2 Particulars of turnover, cost of sales operating costs and operating surplus

Group	Turnover 2014 £'000	Cost of sales 2014 £'000	Operating Costs 2014 £'000	Operating Surplus 2014 £'000	Operating surplus 2013 £'000
Social housing activities					
Income and expenditure from lettings - note 3	177,359	-	115,114	62,245	48,322
Other social housing activities					
First tranche sales	9,828	6,869	88	2,871	5,479
Mortgage rescue	304	-	13	291	192
Key worker living	5,280	-	57	5,223	(18)
Supporting People Community investment	16,548	-	15,218	1,330	187
UK Border Agency	502	-	1,162	(660)	(1,288)
Other	2,427	-	308	2,119	94
Total other social housing activities	34,889	6,869	16,846	11,174	4,826
Non social housing activities					
Development of properties for sale	28,029	22,042	446	5,541	9,156
Market renting	4,591	-	1,992	2,599	2,500
Registered care homes	7,465	-	7,964	(499)	(695)
Other	3,859	-	2,826	1,033	2,902
Total non social housing activities	43,944	22,042	13,228	8,674	13,863
Total	256,192	28,911	145,188	82,093	67,011

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

2 Particulars of turnover, cost of sales operating costs and operating surplus (*continued*)

Trust	Turnover 2014 £'000	Cost of sales 2014 £'000	Operating costs 2014 £'000	Operating Surplus 2014 £'000	Operating surplus 2013 £'000
Social housing activities					
Income and expenditure from lettings - note 3	167,426	-	108,200	59,226	46,640
Other social housing activities					
First tranche sales	2,892	1,964	88	840	3,913
Mortgage rescue	304	-	13	291	192
Key worker living	5,280	-	57	5,223	(19)
Community Investment	502	-	1,162	(660)	(1,288)
Gift Aid	10,409	-	-	10,409	2,488
Other	2,404	-	308	2,096	(254)
Total other social housing activities	21,791	1,964	1,628	18,199	5,032
Non social housing activities					
Development of properties for sale	3,125	3,402	85	(362)	-
Market renting	2,523	-	1,161	1,362	1,458
Other	2,488	-	174	2,314	3,128
Total non social housing activities	8,136	3,402	1,420	3,314	4,586
Total	197,353	5,366	111,248	80,739	56,258

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

3 Particulars of income and expenditure from lettings

Group	General Needs housing 2014 £'000	Supported housing 2014 £'000	Other Housing Provision 2014 £'000	LCHO 2014 £'000	Total 2014 £'000	Total 2013 £'000
Income from letting						
Rent receivable net of identifiable service charges	116,425	24,296	2,237	12,745	155,703	148,424
Charges for support services	-	515	-	-	515	60
Service charges receivable	9,193	7,441	55	3,240	19,929	21,184
Net rental income	125,618	32,252	2,292	15,985	176,147	169,668
Revenue grants from local authorities and other agencies	-	-	14	-	14	59
Management fees	37	15	5	1,141	1,198	2,402
Total income from lettings	125,655	32,267	2,311	17,126	177,359	172,129
Expenditure on letting activities						
Services	10,565	5,875	388	4,015	20,843	19,321
Management	35,861	8,626	756	4,107	49,350	57,973
Routine maintenance	13,969	2,304	332	126	16,731	18,437
Planned maintenance	6,516	681	87	159	7,443	7,623
Major repairs	1,207	382	35	229	1,853	1,225
Bad debts	1,064	313	243	91	1,711	1,603
Lease charges	136	1,089	1	24	1,250	1,642
Depreciation	14,612	-	-	-	14,612	13,791
Accelerated Dep'n	383	-	-	-	383	-
Impairment	938	-	-	-	938	2,192
Total expenditure	85,251	19,270	1,842	8,751	115,114	123,807
Surplus on social housing	40,404	12,997	469	8,375	62,245	48,322
Rent loss through voids	(1,983)	(1,477)	(131)	(8)	(3,599)	(4,162)

The decrease in management costs reflects cost reductions in salaries and other overheads implemented through increased efficiency and improved budgetary control.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

3 Particulars of income and expenditure from lettings (continued)

Trust	General Needs housing 2014 £'000	Supported housing 2014 £'000	Other Housing Provision 2014 £'000	LCHO 2014 £'000	Total 2014 £'000	Total 2013 £'000
Income from letting						
Rent receivable net of identifiable service charges	109,580	23,106	2,237	12,744	147,667	140,566
Charges for support services	-	24	-	-	24	60
Service charges receivable	7,787	7,441	55	3,240	18,523	19,574
Net rental income	117,367	30,571	2,292	15,984	166,214	160,200
Revenue grants from local authorities and other agencies	-	-	14	-	14	59
Management fees	37	15	5	1,141	1,198	2,402
Total income from lettings	117,404	30,586	2,311	17,125	167,426	162,661
Expenditure on letting activities						
Services	10,010	5,556	388	4,015	19,969	16,969
Management	33,922	7,854	756	4,107	46,639	56,821
Routine maintenance	13,360	2,264	332	126	16,082	16,860
Planned maintenance	6,314	681	87	159	7,241	7,395
Major repairs	1,167	382	35	229	1,813	1,068
Bad debts	996	225	243	91	1,555	1,458
Lease charges	136	337	1	24	498	738
Depreciation	13,082	-	-	-	13,082	12,520
Accelerated Dep'n	383	-	-	-	383	-
Impairment	938	-	-	-	938	2,192
Total expenditure	80,308	17,299	1,842	8,751	108,200	116,021
Operating surplus on lettings	37,096	13,287	469	8,374	59,226	46,640
Rent loss through voids	(1,440)	(1,245)	(131)	(8)	(2,824)	(3,422)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

4 Directors' emoluments

The Directors are defined as the Members of the Board, the Chief Executive and the remaining Executive Management Team as set out on page 3.

	2014 £	2013 £
The aggregate emoluments, including pension contributions, paid to or receivable by executive directors	939,331	840,143
The aggregate emoluments paid to or receivable by non executive directors	90,492	122,763

The executive directors comprised 6 posts as outlined in section 1 of the Report and Financial Statements (2013: 5 posts). The Chief Executive was the highest paid director of the Group in the year; his total remuneration (excluding pension contributions) for the year is set out below. The Chief Executive joined Metropolitan in October 2012 and he did not receive a performance bonus at the end of the 2012/13 financial year. Prior to October 2012, Metropolitan received the services of an Interim Chief Executive on a contract basis and these costs are not reflected in the 2013 comparative figures shown above and below.

	2014 £	2013 £
Chief Executive	205,812	75,709

The Executive Director Development, Regeneration and Communities was the highest paid Director in 2012/13

	2013 £
Executive Director Development, Regeneration and Communities	121,202

The Chief Executive is an ordinary member of the Metropolitan pension scheme and no enhanced or special terms apply. Metropolitan does not make any further contribution to an individual pension arrangement for the Chief Executive.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

5 Employee information

The average monthly full time equivalent number of people (including executives) employed during the year was:

	2014 Number	Group 2013 Number
Senior Managers and Executives	10	11
Office staff	720	891
Scheme staff	723	637
	<hr/>	<hr/>
	1,453	1,539
	<hr/>	<hr/>

Full time equivalents are calculated based on a standard working week of 35 - 37.5 hours, depending on individual contracts of employment.

Staff costs (for the people above):

	£'000	£'000
Wages and salaries	39,854	44,026
Social security costs	3,247	3,910
Pension costs (Note 25)	1,103	1,376
	<hr/>	<hr/>
Group staff costs	44,204	49,312
Less: amounts recharged to subsidiaries	(17,934)	(21,468)
	<hr/>	<hr/>
Staff costs for the Trust	26,270	27,844
	<hr/>	<hr/>

All staff are employed by the ultimate parent and costs are recharged to group members.

Number of staff (excluding Executive Directors) who were paid over £60,000 in the year (excluding pension contributions):

	2014 Number	2013 Number
£60,000 - £70,000	8	5
£70,001 - £80,000	8	13
£80,001 - £90,000	5	6
£90,001 - £100,000	1	7
£100,001 - £110,000	-	1
	<hr/>	<hr/>
	22	32
	<hr/>	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

6 Operating surplus

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Operating surplus is stated after charging:				
Depreciation:				
Tangible fixed assets - housing properties	14,612	13,791	13,082	12,520
Other fixed assets	1,459	1,692	1,458	1,692
Accelerated depreciation on component disposals – tangible fixed assets	383	141	383	103
Impairment	938	2,192	938	2,192
Operating lease charges – Buildings	1,705	1,642	932	738
Operating lease charges - other	1,344	337	1,344	337
Auditor's remuneration (excluding VAT):				
- audit of these financial statements	154	150	102	142
- in respect of other services	36	23	36	23

7 Sale on properties not developed for outright sale

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Proceeds of sales	24,802	25,174	23,508	25,130
Less:				
Costs of sales	(15,471)	(16,034)	(14,473)	(16,001)
Transfer to DPF	(523)	-	(523)	-
Grant abatement	1,613	863	1,613	863
Total	10,421	10,003	10,125	9,992

8 Interest receivable and similar income

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Bank interest	81	21	81	14
Bank deposits	935	683	826	683
Fixed asset investments	465	440	-	-
Subsidiary companies	-	-	255	423
Regeneration partners	1,145	1,155	1,145	1,155
Bond investment income	335	323	335	323
	2,961	2,622	2,642	2,598

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

9 Interest payable and similar charges

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
On loans repayable by instalments part of which fall due after more than 5 years	23,284	31,751	23,284	31,751
On loans repayable other than by instalments:				
- falling due in less than one year	47	219	4	76
- falling due in 1 to 2 years	2,076	-	2,076	-
- falling due in 2 to 5 years	3,439	3,748	3,439	3,748
- falling due in more than 5 years	23,202	20,785	17,339	15,429
Net Interest on pension fund	58	51	58	51
On finance leases	10	50	10	50
On recycled capital grant fund and disposal proceeds fund (notes 19 and 20)	424	352	424	351
Bond buyback	2,336	4,999	2,336	4,999
	<hr/>	<hr/>	<hr/>	<hr/>
	54,876	61,955	48,970	56,455
Less: Interest capitalised	(223)	(2,700)	(177)	(1,415)
	<hr/>	<hr/>	<hr/>	<hr/>
	54,653	59,255	48,793	55,040
	<hr/>	<hr/>	<hr/>	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

10 Taxation

Subsidiaries are subject to corporation tax on taxable profits.

The tax charge for the period comprises

	Group 2014 £	Group 2013 £
Current tax:		
UK Corporation tax on taxable profits of the period at 23% (2013: 24%)	-	-
Adjustments in respect of prior periods	597	-
	<hr/>	<hr/>
Tax on surplus on ordinary activities	597	-
	<hr/>	<hr/>

The current tax charge for the period is lower than the standard rate of corporation tax in the UK, 23% (2013: 24%). The differences are explained below.

Reconciliation of current tax credit

	Group 2014 £	Group 2013 £
Surplus on ordinary activities before tax	40,225	20,381
	<hr/>	<hr/>
Surplus on ordinary activities multiplied by the standard rate of corporation tax in the UK of 23% (2013 - 24%)	9,252	4,891
Surplus covered by charitable exemption	(9,252)	(4,891)
Adjustments in respect of prior periods	597	-
	<hr/>	<hr/>
Current tax payable for the year	597	-
	<hr/>	<hr/>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

11a Tangible fixed assets – Group

	Housing properties under construction		Completed housing properties		Commercial and community properties	Total
	Letting	Low cost home ownership	Letting	Low cost home ownership		
	£'000	£'000	£'000	£'000	£'000	£'000
<i>Cost</i>						
At 1 April 2013	100,444	7,794	2,060,089	288,742	21,817	2,478,886
Reclassifications	1,057	7,254	(13,905)	5,594	-	-
Schemes completed in year	(36,249)	(2,598)	36,249	2,598	-	-
Additions	32,400	12,292	13,392	379	338	58,801
Transfer to current assets	-	(4,757)	(395)	(3,193)	(4,386)	(12,731)
Disposals	-	-	(6,531)	(12,356)	-	(18,887)
At 31 March 2014	97,652	19,985	2,088,899	281,764	17,769	2,506,069
<i>Social Housing Grant</i>						
At 1 April 2013	11,177	3,091	1,086,750	116,949	7,457	1,225,424
Reclassifications	-	-	(820)	820	-	-
Schemes completed in year	(9,191)	(1,055)	9,191	1,055	-	-
Received during year	1,281	1,377	101	-	-	2,759
Recycled on disposals	-	-	(2,709)	(2,988)	-	(5,697)
Other grant disposals	-	-	(108)	-	-	(108)
Transfer to other RPs	-	-	(484)	-	-	(484)
Grant abated	-	-	(944)	(669)	-	(1,613)
At 31 March 2014	3,267	3,413	1,090,977	115,167	7,457	1,220,281
<i>Depreciation</i>						
At 1 April 2013	-	-	109,039	-	280	109,319
Charge for year	-	-	14,612	-	-	14,612
Eliminated in respect of disposals	-	-	(909)	-	-	(909)
At 31 March 2014	-	-	122,742	-	280	123,022
<i>Impairment</i>						
At 1 April 2013	25,099	3,086	4,006	32	-	32,223
Charge for year	-	938	-	-	-	938
Release on disposal	-	(2,092)	-	-	-	(2,092)
At 31 March 2014	25,099	1,932	4,006	32	-	31,069
<i>Net book value</i>						
At 31 March 2014	69,286	14,640	871,174	166,565	10,032	1,131,697
At 31 March 2013	64,168	1,617	860,293	171,761	14,080	1,111,919

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

11a Tangible fixed assets – Trust

	Housing properties under construction		Completed housing properties		Commercial and community properties	Total
	Letting	Low cost home ownership	Letting	Low cost home ownership		
	£'000	£'000	£'000	£'000	£'000	£'000
<i>Cost</i>						
At 1 April 2013	64,276	7,031	1,913,553	283,546	19,637	2,288,043
Reclassifications	1,057	7,254	(1,057)	(7,254)	-	-
Schemes completed in year	(29,609)	(916)	29,609	916	-	-
Additions	26,798	9,697	13,028	-	78	49,601
Transfer to current assets	-	(3,080)	-	-	(4,386)	(7,466)
Disposals	-	-	(5,458)	(12,226)	-	(17,684)
At 31 March 2014	62,522	19,986	1,949,675	264,982	15,329	2,312,494
<i>Social Housing Grant</i>						
At 1 April 2013	10,484	3,091	1,021,218	115,524	7,457	1,157,774
Schemes completed in year	(9,191)	(133)	9,191	133	-	-
Received during year	1,530	455	-	-	-	1,985
Transferred to revenue	-	-	(66)	-	-	(66)
Recycled on disposals	-	-	(2,512)	(2,865)	-	(5,377)
Other grant disposals	-	-	(61)	-	-	(61)
Transfer to other RPs	-	-	(484)	-	-	(484)
Grant abated	-	-	(944)	(669)	-	(1,613)
At 31 March 2014	2,823	3,413	1,026,342	112,123	7,457	1,152,158
<i>Depreciation</i>						
At 1 April 2013	-	-	105,040	-	280	105,320
Charge for year	-	-	13,082	-	-	13,082
Eliminated in respect of disposals	-	-	(832)	-	-	(832)
At 31 March 2014	-	-	117,290	-	280	117,570
<i>Impairment</i>						
At 1 April 2013	25,099	3,086	4,006	32	-	32,223
Charge for year	-	938	-	-	-	938
Release on disposal	-	(2,092)	-	-	-	(2,092)
At 31 March 2014	25,099	1,932	4,006	32	0	31,069
<i>Net book value</i>						
At 31 March 2014	34,600	14,641	802,037	152,827	7,592	1,011,697
At 31 March 2013	28,693	854	783,289	167,990	11,900	992,726

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

11a Tangible fixed assets (*continued*)

Additions to housing properties in the course of construction during the year included capitalised interest of £223k (2013: £2,700k) for the Group. The weighted average cost of capital was 4.7% (2013: 4.6%). The aggregate amount capitalised for the Group is £82.787m (2013: £82.564m).

Housing Properties at Net Book Value comprises:

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Freeholds	1,016,156	994,150	896,203	875,005
Long Leaseholds	115,541	117,769	115,494	117,721
	<u>1,131,697</u>	<u>1,111,919</u>	<u>1,011,697</u>	<u>992,726</u>

The split between leasehold and freehold properties has been restated for 2013 to reflect further analysis which was carried out during 2014.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (*continued*)

11b Tangible other fixed assets

Group	Freehold office premises £'000	Freehold commercial premises £'000	Leasehold office premises £'000	Furniture and equipment £'000	Computer equipment £'000	Total £'000
<i>Cost</i>						
At 1 April 2013	10,747	1,803	4,648	4,676	10,668	32,542
Additions	-	-	-	18	42	60
Disposals	-	(1,497)	-	(2,097)	(277)	(3,871)
At 31 March 2014	10,747	306	4,648	2,597	10,433	28,731
<i>Grant</i>						
At 1 April 2013 and at 31 March 2014	-	-	-	7	-	7
<i>Depreciation</i>						
At 1 April 2013	2,177	180	2,129	4,106	8,319	16,911
Charge for the year	69	2	-	338	1,050	1,459
Disposals	-	-	-	(1,991)	(277)	(2,268)
At 31 March 2014	2,246	182	2,129	2,453	9,092	16,102
Net book value						
At 31 March 2014	8,501	124	2,519	137	1,341	12,622
At 31 March 2013	8,570	1,623	2,519	563	2,349	15,624

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

11b Tangible other fixed assets (continued)

Trust	Freehold office premises £'000	Freehold commercial premises £'000	Leasehold office premises £'000	Furniture and equipment £'000	Computer equipment £'000	Total £'000
<i>Cost</i>						
At 1 April 2013	10,764	1,974	4,632	4,413	10,570	32,353
Additions	-	-	-	18	43	61
Disposals	-	(1,497)	-	(2,097)	(277)	(3,871)
At 31 March 2014	10,764	477	4,632	2,334	10,336	28,543
<i>Grant</i>						
At 1 April 2013 and at 31 March 2014	-	-	-	7	-	7
<i>Depreciation</i>						
At 1 April 2013	2,154	182	2,116	3,842	8,218	16,512
Charge for the year	69	2	-	337	1,050	1,458
Disposals	-	-	-	(1,991)	(277)	(2,268)
At 31 March 2014	2,223	184	2,116	2,188	8,991	15,702
Net book value At 31 March 2014	8,541	293	2,516	139	1,345	12,834
At 31 March 2013	8,610	1,792	2,516	564	2,352	15,834

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

12 Other investments

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Bond securities	5,046	5,285	5,046	5,285
Other investments	11,349	11,738	-	608
Bank deposits	11,114	43,300	8,114	43,300
	<u>27,509</u>	<u>60,323</u>	<u>13,160</u>	<u>49,193</u>

Bond securities are shown at valuation and largely represent amounts deposited with lenders as security for the repayment of loans on maturity. The deficit on revaluation for the year is £0.2m (2013: surplus £0.5m) and is included in the revaluation reserve (note 22).

Other investments include monies held as part of the Migration Foundation (a Restricted Fund which is part of Metropolitan Support Trust Ltd) and are external investments managed by CCLA. As these are managed funds they have not been split into their constituent types. The original investments were made in 2011 from the Ashmore Fund. Revaluation surpluses in respect of these investments are reported within Restricted Reserves at note 22.

Bank deposits represent surplus cash invested or cash held as security by creditors to cover Mark to Market positions under ISDA hedging contracts and other loan obligations not covered by property security. Work was undertaken during the year to replace the majority of cash held as security with property security.

13 Stock

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Materials	-	60	-	22
Work in progress Low Cost Home Ownership	3,920	5,153	3,920	1,890
Completed properties Low Cost Home Ownership	988	1,980	988	1,838
Work in progress Outright sales developments	11,307	11,683	-	-
Completed properties Outright Sales developments	2,872	6,593	1,192	-
	<u>19,087</u>	<u>25,469</u>	<u>6,100</u>	<u>3,750</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

14 Debtors

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Receivable within one year:				
Rental debtors	22,918	19,872	19,386	17,018
Less: provisions	<u>(9,466)</u>	<u>(8,659)</u>	<u>(7,769)</u>	<u>(7,035)</u>
Net rental debtors	13,452	11,213	11,617	9,983
Amounts owed by subsidiary undertakings	-	-	9,396	13,617
Amounts owed by partners in regeneration schemes	4,301	3,648	4,301	3,648
SHG receivable	-	2,099	-	2,099
Prepayment in respect of major repairs to housing properties	12,750	14,146	4,562	6,163
Prepayments and accrued income	2,911	2,345	2,670	1,727
Trade debtors	-	11	-	-
Other debtors	13,635	8,852	8,723	5,947
	<u>47,049</u>	<u>42,314</u>	<u>41,269</u>	<u>43,184</u>
Receivable after one year:				
Staff loans	44	48	44	48
Intercompany loan	-	-	3,750	-
Prepayment in respect of major repairs to housing properties	26,971	56,794	9,254	37,702
	<u>27,015</u>	<u>56,842</u>	<u>13,048</u>	<u>37,750</u>
Total Debtors	<u>74,064</u>	<u>99,156</u>	<u>54,317</u>	<u>80,934</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

15 Creditors: amounts falling due within one year

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Housing loans (secured – note 17)	4,600	3,674	4,346	3,674
Trade creditors	7,610	3,767	7,447	2,642
Due to subsidiary undertakings	-	-	811	2,952
Social Housing Grant repayable	196	575	196	575
Amounts owed in respect of housing properties	4,984	3,428	2,969	1,972
Other taxation and social security	1,152	1,363	1,152	1,363
Other creditors	11,856	15,812	11,900	17,012
Obligations under finance leases (Note 17)	20	18	20	18
Corporation Tax	597	-	-	-
Accruals and deferred income	35,662	27,812	32,152	22,589
Recycled Capital Grant Fund (Note 19)	58,900	63,418	58,801	63,418
Disposals Proceeds Fund (Note 20)	1,795	1,871	1,795	1,871
Rent and service charge paid in advance	8,955	7,482	7,280	6,017
	<u>136,327</u>	<u>129,220</u>	<u>128,869</u>	<u>124,103</u>

Other creditors includes £7.7m (2013: £6.2m) in respect of major works sinking fund monies received from leaseholders. This money is held in a ring-fenced account and is included in the cash and bank at hand figure on the balance sheet.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

16 Creditors: amounts falling due after one year

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Housing loans repayable on maturity (note 17)	454,634	429,267	454,634	429,267
Housing loans repayable by instalment (note 17)	553,600	627,800	454,866	529,488
Obligations under finance leases (note 17)	682	702	682	702
Deferred Income	-	195	-	195
Amounts owed in respect of housing properties under development	699	1,366	699	1,360
Recycled Capital Grant Fund (note 19)	33,509	11,588	33,149	11,449
Creditors	-	249	-	-
Disposal Proceeds Fund (note 20)	518	163	518	163
	<u>1,043,642</u>	<u>1,071,330</u>	<u>944,548</u>	<u>972,624</u>

17 Housing Loans

Group	Loans repayable on maturity 2014 £'000	Loans repayable by instalment 2014 £'000	Total 2014 £'000	Total 2013 £'000
Within one year	-	4,600	4,600	3,674
Between one and two years	-	2,581	2,581	2,567
Between two and five years	51,614	15,028	66,642	23,250
In more than five years	403,020	535,991	939,011	1,031,250
	<u>454,634</u>	<u>558,200</u>	<u>1,012,834</u>	<u>1,060,741</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

17 Housing Loans (Continued)

Trust	Loans repayable on maturity 2014 £'000	Loans repayable by instalment 2014 £'000	Total 2014 £'000	Total 2013 £'000
Within one year	-	4,346	4,346	3,674
Between one and two years	-	2,496	2,496	2,567
Between two and five years	51,614	10,164	61,778	20,910
In more than five years	403,020	442,206	845,226	935,278
	<u>454,634</u>	<u>459,212</u>	<u>913,846</u>	<u>962,429</u>

At 31 March 2014 the undrawn borrowing facilities for the Group were £194m (2013: £157m) and £169m (2013: £133m) for the Trust.

The majority of loans are secured by way of fixed charge over a portfolio of our housing properties. The remaining loans are secured by way of floating charge.

89% of our interest is fixed or hedged, with rates between 3% and 12%. The remaining 11% varies with market rates.

Obligations under finance leases:

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Within one year	20	18	20	18
Between one and two years	21	22	21	22
Between two and five years	74	70	74	70
In more than five years	587	610	587	610
	<u>702</u>	<u>720</u>	<u>702</u>	<u>720</u>

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

18 Provision for liabilities

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Provision for major repairs on stock transfers				
Brought forward	70,940	81,762	43,865	50,251
Utilised in period	(31,219)	(10,822)	(30,048)	(6,386)
Carried Forward	39,721	70,940	13,817	43,865
Major repairs leaseholder				
Brought forward	333	333	333	333
Decrease in provision	(333)	-	(333)	-
Carried Forward	-	333	-	333
Restructuring provisions				
Brought forward	2,664	3,817	1,600	3,817
Additional charge in the year	980	446	723	-
Utilised in period	(2,549)	(1,599)	(1,509)	(1,576)
Transfer from MHT to MST	-	-	-	(641)
Carried Forward	1,095	2,664	814	1,600
Overage for Lymington Fields gap funding				
	138	138	-	-
	40,954	74,075	14,631	45,798

The Group has recognised provisions for liabilities of uncertain timing or amounts including those for major repairs on stock transfers and leaseholders, overage for gap funding, and restructuring. Provisions are measured at the best estimate of the expenditure required to settle the obligation at the balance sheet date.

The major repairs provision relates to the transfer of the Ashmole Estate from the London Borough of Lambeth (Trust) and transfer of the Clapham Park Estate from London Borough of Lambeth to Clapham Park Homes Ltd (Group). These provisions are periodically reviewed and reassessed at the balance sheet date to reflect the fair value of the works to be completed.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

18 Provision for liabilities and charges (continued)

The Customer Service Delivery Model (CSDM) and the Partnership Services Delivery Model (PSDM) are restructuring of the frontline and back office staff respectively. These restructures are enabling Metropolitan to provide high quality, efficient and cost effective services delivery across the country. The CSDM restructure commenced during 2011/12 and is expected to complete during the next financial year, utilising the remaining provision of £0.7m as at 31 March 2014 (2013: £0.1m). The PSDM restructure commenced during 2012/13 and is expected to complete during the next financial year, utilising the remaining provision of £0.1m as at 31 March 2014 (2013: £1.5m). A further restructuring provision of £0.3m is included in the accounts of Metropolitan Support Trust Limited, in respect of fundamental service delivery changes being implemented during the 2014/15 financial year.

The overage provision relates to the potential clawback of gap funding on the Lymington Fields scheme. This funding was provided by the Homes and Communities Agency as part of the London Wide Initiative, and the clawback provision within the funding agreement runs for 10 years until December 2019. The provision is held within the accounts of Metropolitan Living Limited.

19 Recycled capital grant fund

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
As at 1 April	75,006	63,441	74,867	63,418
Grants recycled upon relevant events	5,697	7,390	5,377	7,390
Interest	413	341	413	341
Transfer ERCF grant out	-	(21)	-	(21)
Withdrawal to build new units	(962)	(3,766)	(40)	(3,766)
Utilised on major repairs and works to existing properties	-	(14)	-	(14)
Grant taken to revenue	-	(97)	-	(97)
Starter Homes Initiative and Key Worker Living Fund	12,255	7,732	12,255	7,616
Transfers to subsidiary undertakings	-	-	(922)	-
	<u>92,409</u>	<u>75,006</u>	<u>91,950</u>	<u>74,867</u>
RCGF Creditor falling due in one year	58,900	63,418	58,801	63,418
RCGF Creditor falling due after one year	33,509	11,588	33,149	11,449
	<u>92,409</u>	<u>75,006</u>	<u>91,950</u>	<u>74,867</u>

£45.1m (2013: 37.7m) of the RCGF balance is over 3 years old. £37.5m (2013: £31.8m) of this total relates to the GLA fund and £7.6m (2013: £5.9m) relates to the HCA fund. Metropolitan is in discussions with the GLA and the HCA with a view to the recycling of this grant on future projects.

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Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

20 Disposals proceeds fund

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
At 1 April	2,034	1,871	2,034	1,871
From Voluntary Purchase Grant sales	523	267	523	267
Disposal proceeds taken to revenue	-	(7)	-	(7)
Interest	11	11	11	11
Repayment of DPF	(255)	-	(255)	-
Transfer ERCF grant out	-	(97)	-	(97)
RTB Claw back	-	(11)	-	(11)
At 31 March	2,313	2,034	2,313	2,034
DPF Creditor falling due in one year	1,795	1,871	1,795	1,871
DPF Creditor falling due after one year	518	163	518	163
	2,313	2,034	2,313	2,034

21 Share capital

	2014 Number	2013 Number
Opening balance	52	47
Shares issued	2	5
Shares cancelled	(16)	-
Closing balance	38	52

Shares can neither be withdrawn or transferred (except between nominees of an unincorporated body), carry no right to interest, dividend or bonus and shall not be held jointly unless by two nominees of an unincorporated body. On death, expulsion or withdrawal as a member their share shall be cancelled and the paid up amount becomes the property of the Trust.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

22 Capital and reserves

Group	General Reserve £'000	Common Fund £'000	Designated Reserve £'000	Revaluation Reserve £'000	Restricted Reserve £'000	Total £'000
At 1 April 2013	173,465	121	2,022	726	11,367	187,701
Surplus for the year	40,225	-	-	-	-	40,225
Transfer in the year	(104)	-	-	-	104	-
Actuarial gain on pension scheme	653	-	-	-	-	653
Revaluation surplus / (deficit)	-	-	-	(240)	220	(20)
At 31 March 2014	214,239	121	2,022	486	11,691	228,559

Trust	General Reserve £'000	Common Fund £'000	Designated Reserve £'000	Revaluation Reserve £'000	Total £'000
At 1 April 2013	142,442	121	2,022	723	145,308
Surplus for the year	44,713	-	-	-	44,713
Transfer from subsidiary undertakings	(1,922)	-	-	-	(1,922)
Actuarial gain on pension scheme	653	-	-	-	653
Revaluation surplus / (deficit)	-	-	-	(240)	(240)
At 31 March 2014	185,886	121	2,022	483	188,512

The transfer from subsidiary undertakings relates to the movement of EMPS and Spiritagen accumulated reserves deficits into the Trust.

The Common Fund is a designated reserve established in accordance with the rules of the Trust for such charitable purposes as the Board may from time to time determine.

Designated reserves have been established for major repairs, furniture and equipment replacement in care and support schemes, cyclical maintenance, community involvement and for voids on care and support schemes which are in receipt of top up grant.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements for the year ended 31 March 2014 (continued)

The Restricted Reserve relates to a charitable bequest made to Metropolitan Support Trust, and the purpose to which the bequest can be applied is restricted. The proceeds of the bequest have been invested in accordance with the terms of the bequest. The revaluation surplus of £220k reflects the increase in market value of these investments as at 31 March 2014.

The revaluation reserve relates to the unrealised gains on bonds held within the Trust.

23 Capital commitments

	Group 2014 £'000	Group 2013 £'000	Trust 2014 £'000	Trust 2013 £'000
Capital expenditure that has been contracted for	71,859	60,002	71,714	55,624
Capital expenditure that has been authorised by the Board but has not yet been contracted for	21,169	11,630	18,602	11,629

The amount contracted for at 31 March 2014 will be funded from cash reserves, private finance loans, Social Housing Grant and the proceeds of sales. The Board expects the expenditure it has authorised to be fully financed in this way. Under regulations approved by the Board, appropriate officers and employees may authorise expenditure to certain levels, and such authorised expenditure is included above.

24 Operating leases

The Group and Trust holds several office premises on operating leases, and also holds in addition a number of leases to provide temporary accommodation for asylum seekers. At 31 March 2014 the Group and Trust had annual commitments under these leases as follows:

	2014 Land and Buildings £'000	2014 Other £'000	2013 Land and buildings £'000	2013 Other £'000
Leases expiring in:				
Less than one year	633	66	309	128
Two to five years	1,349	93	418	209
More than five years	991	-	116	-
	2,973	159	843	337

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions

Social Housing Pension Scheme (SHPS')

Metropolitan participates in the Social Housing Pension Scheme (the Scheme). The Scheme is funded and is contracted-out of the State Pension scheme.

SHPS is a multi-employer defined benefit scheme. Employer participation in the Scheme is subject to adherence with the employer responsibilities and obligations as set out in the 'SHPS House Policies and Rules Employer Guide'.

The Scheme operated a single benefit structure, final salary with a 1/60th accrual rate until 31 March 2007. From April 2007 three defined benefit structures have been available, namely:

Final salary with a 1/60th accrual rate.

Final salary with a 1/70th accrual rate.

Career average revalued earnings (CARE) with a 1/60th accrual rate.

From April 2010 a further two defined benefit structures have been available, namely:

Final salary with a 1/80th accrual rate.

Career average revalued earnings (CARE) with a 1/80th accrual rate.

A defined contribution benefit structure was made available from 1 October 2010.

An employer can elect to operate different benefit structures for their active members and their new entrants. An employer can only operate one open defined benefit structure at any one time. An open benefit structure is one which new entrants are able to join.

The Scheme is made up of defined benefit and defined contribution sections. The defined benefit sections are funded and contracted-out of the State Pension scheme.

Metropolitan operates three sections within SHPS:

- A defined benefit final salary 1/60th scheme which was closed to new entrants in October 2008,
- A defined benefit career average 1/60th scheme which was closed to new entrants in October 2010, and
- A defined contribution scheme in which employees' contributions are matched by Metropolitan up to a maximum of 8%.

The Trustee commissions an actuarial valuation of the Scheme every three years. The main purpose of the valuation is to determine the financial position of the Scheme in order to determine the level of future contributions required, in respect of each benefit structure, so that the Scheme can meet its pension obligations as they fall due. From April 2007 the split of the total contribution rate between member and employer is set at individual employer level, subject to the employer paying no less than 50% of the total contribution rate. From 1 April 2010 the requirement for employers to pay at least 50% of the total contribution rate no longer applies.

The actuarial valuation assesses whether the Scheme's assets at the valuation date are likely to be sufficient to pay the pension benefits accrued by members as at the valuation date. Asset values are calculated by reference to market levels. Accrued pension benefits are valued by discounting expected future benefit payments using a discount rate calculated by reference to the expected future investment returns.

During the accounting period Metropolitan paid contributions at the rate of 1% to 8% (2013: 7.8% and 8.1%) and member contributions varied between 1% and 16% (2013: 5.5% and 10.4%)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Social Housing Pension scheme (continued)

As at the balance sheet date there were 1,104 active members of the Scheme employed by Metropolitan Housing Trust, Metropolitan Support Trust and Clapham Park Homes (2013: 473 active members). The annual pensionable payroll in respect of these members was £27.6m (2013: £15.4m). Metropolitan continues to offer membership of the Scheme to its employees.

It is not possible in the normal course of events to identify on a reasonable and consistent basis the share of underlying assets and liabilities belonging to individual participating employers. The Scheme is a multi-employer scheme, where the assets are co-mingled for investment purposes, and benefits are paid out of total Scheme assets. Accordingly, due to the nature of the Scheme, the accounting charge for the period under FRS17 represents the employer contribution payable.

The last formal valuation of the Scheme was performed as at 30 September 2011 by a professionally qualified Actuary using the Projected Unit Method. The market value of the Scheme's assets at the valuation date was £2,062 million. The valuation revealed a shortfall of assets compared with the value of liabilities of £1,035 million, equivalent to a past service funding level of 67.0%.

The Scheme Actuary has prepared an Actuarial Report that provides an approximate update on the funding position of the Scheme as at 30 September 2012. Such a report is required by legislation for years in which a full actuarial valuation is not carried out. The market value of the Scheme's assets at the date of the Actuarial Report was £2,327 million. The Actuarial Report revealed a shortfall of assets compared with the value of liabilities of £1,241 million, equivalent to a past service funding level of 65%.

The financial assumptions underlying the valuation as at 30 September 2011 were as follows:

Valuation Discount Rates:		% p.a.
Pre-Retirement		7.0
Non Pensioner Post Retirement		4.2
Pensioner Post Retirement		4.2
Pensionable Earnings Growth		2.5 per annum for 3 years, then 4.4
Price Inflation (RPI)		2.9
Pension Increases:		
Pre 88 GMP		0.0
Post 88 GMP		2.0
Excess Over GMP		2.4

Expenses for death-in-service insurance, administration and Pension Protection Fund (PPF) levy are included in the contribution rate.

The valuation was carried out using the following demographic assumptions:

Mortality pre-retirement – 41% SAPS S1 Male / Female All Pensioners (amounts), Year of Birth, CMI_2009 projections with long term improvement rates of 1.5% p.a. for Males and 1.25% p.a. for Females.

Mortality post retirement – 97% SAPS S1 Male / Female All Pensioners (amounts), Year of Birth, CMI_2009 projections with long term improvement rates of 1.5% p.a. for Males and 1.25% p.a. for Females.

The long-term joint contribution rates required from April 2013 from employers and members to meet the cost of future benefit accrual were assessed at:

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Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Social Housing Pension scheme (continued)

Benefit Structure	Long-term Joint Contribution Rate (% of pensionable salaries)
Final salary with a 1/60th accrual rate	19.4
Final salary with a 1/70th accrual rate	16.9
Career average revalued earnings (CARE) with a 1/60th accrual rate	18.1
Final salary with a 1/80th accrual rate	14.8
Career average revalued earnings (CARE) with a 1/80th accrual rate	14.0
Career average revalued earnings (CARE) with a 1/120th accrual rate	9.7

If an actuarial valuation reveals a shortfall of assets compared to liabilities the Trustee must prepare a Recovery Plan setting out the steps to be taken to make up the shortfall.

Following consideration of the results of the actuarial valuation it was agreed that the shortfall of £1,035 million would be dealt with by the payment of deficit contributions as shown in the table below:

From 1 April 2013 to 30 September 2020	A cash amount(*) equivalent to 7.5% of Members' Earnings per annum (payable monthly and increasing by 4.7% per annum each 1 April)
From 1 October 2020 to 30 September 2023	A cash amount(*) equivalent to 3.1% of Members' Earnings per annum (payable monthly and increasing by 4.7% per annum each 1 April)
From 1 April 2013 to 30 September 2026	£30,640,000 per annum (payable monthly and increasing by 3% per annum each 1 April; first increase on 1 April 2014)

(*) The contributions of 7.5% will be expressed in nominal pound terms (for each Employer), increasing each year in line with the Earnings growth assumption used in the 30 September 2008 valuation (i.e. 4.7% per annum). The contributions of 3.1% will be calculated by proportioning the nominal pound payment at the time of the change. Earnings at 30 September 2008 (for each Employer) will be used as the reference point for calculating these contributions.

These deficit contributions are in addition to the long-term joint contribution rates as set out in the table above.

The Scheme Actuary will provide an approximate update on the funding position of the Scheme as at 30 September 2013. Such a report is required by legislation for years in which a full actuarial valuation is not carried out. The results of this approximate update will be available in Spring 2014 and will be included in next year's Disclosure Note.

Employers that participate in the Scheme on a non-contributory basis pay a joint contribution rate (i.e. a combined employer and employee rate).

Employers that have closed the defined benefit section of the Scheme to new entrants are required to pay an additional employer contribution loading of 2.5% to reflect the higher costs of a closed arrangement.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Social Housing Pension scheme (continued)

A small number of employers are required to contribute at a different rate to reflect the amortisation of a surplus or deficit on the transfer of assets and past service liabilities from another pension scheme into SHPS.

New employers that do not transfer any past service liabilities to the Scheme pay contributions at the ongoing future service contribution rate. This rate is reviewed at each valuation and new employers joining the Scheme between valuations up until 1 April 2010 do not contribute towards the deficit until two valuations have been completed after their date of joining. New employers joining the Scheme after 1 April 2010 will be liable for past service deficit contributions from the valuation following joining. Contribution rates are changed on the 1 April that falls 18 months after the valuation date.

A copy of the Recovery Plan, setting out the level of deficit contributions payable and the period for which they will be payable, must be sent to The Pensions Regulator. The Regulator has the power under Part 3 of the Pensions Act 2004 to issue scheme funding directions where it believes that the actuarial valuation assumptions and/or Recovery Plan are inappropriate. For example the Regulator could require that the Trustee strengthens the actuarial assumptions (which would increase the Scheme liabilities and hence impact on the Recovery Plan) or impose a schedule of contributions on the Scheme (which would effectively amend the terms of the Recovery Plan). A response regarding the 30 September 2011 valuation is awaited.

As a result of pension scheme legislation there is a potential debt on the employer that could be levied by the Trustee of the Scheme. The debt is due in the event of the employer ceasing to participate in the Scheme or the Scheme winding up.

The debt for the Scheme as a whole is calculated by comparing the liabilities for the Scheme (calculated on a buy-out basis i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses) with the assets of the Scheme. If the liabilities exceed assets there is a buy-out debt.

The leaving employer's share of the buy-out debt is the proportion of the Scheme's liability attributable to employment with the leaving employer compared to the total amount of the Scheme's liabilities (relating to employment with all the currently participating employers). The leaving employer's debt therefore includes a share of any 'orphan' liabilities in respect of previously participating employers. The amount of the debt therefore depends on many factors including total Scheme liabilities, Scheme investment performance, the liabilities in respect of current and former employees of the employer, financial conditions at the time of the cessation event and the insurance buy-out market. The amounts of debt can therefore be volatile over time.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

The Nottinghamshire County Council Pension Fund

The Nottinghamshire County Council Pension Fund, which is administered by Nottinghamshire County Council, is a defined benefits scheme based on final pensionable salary, contributions being charged to the income and expenditure account over employees' working lives with the Trust. The contributions are determined by a qualified actuary on the basis of triennial valuations using the projected unit method. The most recent valuation of the whole fund was at 31st March 2013.

The valuation was updated by the actuary on an FRS17 basis as at 31st March 2014.

The major assumptions used in this valuation were:

	2014	2013
Rate of increase of salaries	4.5%	4.8%
Rate of increase in pensions in payment	2.7%	2.6%
Discount rate	4.4%	4.5%
Inflation assumption (RPI)	3.5%	3.4%
Inflation assumption (CPI)	2.7%	2.6%
Expected return on equities*	6.8%	5.9%
Expected return on government bonds*	3.6%	3.0%
Expected return on other bonds*	4.2%	4.1%
Expected return on property*	6.0%	5.4%
Expected return on other assets*	0.5%	0.5%

The assumptions used by the actuary are the best estimates chosen from a range of possible actuarial assumptions which, due to the timescale covered, may not necessarily be borne out in practice.

	At 31 March 2014 £'000	At 31 March 2013 £'000
Statement of recognised gains and losses ('STRGL')		
Actual return less expected return on Pension Scheme assets	36	490
Experience gains and losses	1,080	-
Changes in assumptions underlying the present value of the scheme liabilities	(463)	(333)
Actuarial gain recognised in STRGL	653	157

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Projections for year to 31 March 2015

	£'000	
Service cost		95
Interest cost		334
Return on assets		(352)
Total		77
Employer contribution		58
Reconciliation of opening and closing balances		
	2014	2013
	£'000	£'000
Opening defined benefit obligation	8,037	7,307
Service cost	123	188
Interest cost	361	337
Actuarial losses (gains)	(601)	333
Losses on curtailments	140	154
Estimated funded benefits paid (net of transfers in)	(375)	(331)
Contributions by scheme participants	31	49
Closing defined benefit obligation	7,716	8,037
	At	At
	31 March	31 March
	2014	2013
	£'000	£'000
Net pension liability		
Present value of funded obligation	(7,716)	(8,037)
Fair value of Scheme assets (bid value)	5,857	5,693
Net liability in balance sheet	(1,859)	(2,344)

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Income and Expenditure	2014 £'000	2013 £'000
Current service cost	123	188
Interest on obligation	361	337
Expected return on scheme assets	(303)	(286)
Losses(gains) on curtailments and settlements	140	154
Total	321	393
Actual return on scheme assets	339	776
Reconciliation of opening and closing deficit	2014 £'000	2013 £'000
Deficit at beginning of year	(2,344)	(2,209)
Current service cost	(123)	(188)
Employer contributions	153	101
Other finance income/(expense)	(58)	(51)
Settlements and curtailments	(140)	(154)
Actuarial gain/(loss)	653	157
Deficit at end of Year	(1,859)	(2,344)

Scheme assets

The fair value of the scheme's assets, which are not intended to be realised in the short term and may be subject to significant change before they are realised; and the present value of the scheme's liabilities, which are derived from cash flow projections over long periods and thus inherently uncertain, were:

	2014 £'000	2013 £'000
Opening fair value of scheme assets	5,693	5,098
Expected return	303	286
Actuarial gain/(loss)	52	490
Contribution by employer including unfunded benefits	153	101
Contributions by scheme participants	31	49
Estimated total benefits paid (net of interests in)	(375)	(331)
Fair value of scheme assets at end of period	5,857	5,693

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

25 Pensions (continued)

Sensitivity analysis

Adjustment to discount rate	+0.1%	0.0%	-0.1%
Present value of defined benefit obligation £'000	7,583	7,716	7,852
Projected service cost £'000	93	95	97
Adjustment to long term salary increase	+0.1%	0.0%	-0.1%
Present value of defined benefit obligation	7,731	7,716	7,701
Projected service cost	95	95	95
Adjustment to pension increases and deferred revaluation	+0.1%	0.0%	-0.1%
Present value of defined benefit obligation	7,839	7,716	7,595
Projected service cost	97	95	93
Adjustment to mortality age rating assumption	+1 year	None	-1 year
Present value of defined benefit obligation £'000	7,439	7,716	7,996
Projected service cost £'000	92	95	99

Amounts for the current and previous periods

	Year to March 2014 £'000	Year to March 2013 £'000	Year to March 2012 £'000	Year to March 2011 £'000	Year to March 2010 £'000
Defined benefit obligation	(7,716)	(8,037)	(7,307)	(5,931)	(7,701)
Scheme assets	5,857	5,693	5,098	4,921	5,062
Deficit at end of the year	(1,859)	(2,344)	(2,209)	(1,010)	(2,639)
Experience adjustments on scheme assets	52	490	(216)	(378)	1,115
Experience adjustments on scheme liabilities	1,064	(333)	(914)	385	-
Actuarial gains and losses	653	157	(1,130)	1,320	(1,662)
Cumulative actuarial gains and losses	(528)	(1,181)	(1,338)	(208)	(1,528)

Metropolitan Support Trust – Public Service Scheme (NHS)

A number of staff employed by Metropolitan Support Trust during the course of the year contributed to the NHS pension scheme. The NHS Pension scheme is an unfunded defined benefit scheme that covers NHS employers, General Practices and other bodies, allowed under the direction of the Secretary of State, in England and Wales. As a consequence it is not possible for Metropolitan Support Trust to identify its share of the underlying scheme assets and liabilities.

Membership of this scheme is restricted to existing staff who are members and new staff who were already members by virtue of their previous National Health Service employment. The NHS scheme is funded centrally by the Treasury on a current cost basis.

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

26 Legislative Provisions

The Trust is incorporated under the Co-operative and Community Benefit Societies Act 2014. Its registration number is 16337R.

Under the requirements of FRS 8 transactions between the partnership companies set out at note 27, which are controlled by MHT, are not separately disclosed as related party transactions.

27 Related parties

Stephen Lamb (non-executive director) is Senior Director of Strategic Business for Oracle Corporation UK Ltd. The company supplies computing services to MHP. The total amount paid to Oracle Corporation UK Ltd during the year to 31 March 2014 was £1.7m (2013: £1.8m). Stephen Lamb resigned from the board in April 2013.

During the year Metropolitan conducted arms length transactions with subsidiaries of St. Modwen plc related to the reimbursement of £331,513 of tenant property expenses at Edmonton Green. Michael Dunn is an Executive Director of St.Modwen plc and from 1 January 2014 is also a Non-Executive Director of Metropolitan.

Metropolitan Living Limited (MLL) has a Limited Liability Partnership with house builder Barratt Homes in Barratt Metropolitan LLP to develop the West Hendon site in London. MLL also has a Limited Liability Partnership with house builder Westleigh Development Ltd in Westleigh Cherrybank LLP to develop the Monks Road scheme near Lincoln. Details of the financial arrangements in respect of these Limited Liability Partnerships are disclosed in note 28.

The Trust provides central management services to its subsidiaries. The quantum of the 2014 charges applied for these services to each subsidiary is as follows:

	2014 £'000	2013 £'000
Clapham Park Homes Limited	870	742
Metropolitan Support Trust Limited	1,960	4391
EMPS	-	39
Total	2,830	5,172

The above charges are calculated on a department basis, with different methods of allocation for each department. The charges are allocated on using the following methods:

Department	Allocation basis
Facilities	Headcount
Health and safety	Headcount
Finance	Turnover
Information technology	Number of computers
Human resources	Headcount
Procurement	Turnover
Communications	Turnover
Board	Turnover
Executive Team	Turnover

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

28 Subsidiaries and joint arrangements

The ultimate parent undertaking within the Metropolitan Group is Metropolitan Housing Trust Limited. The following managed undertakings are subsidiaries by virtue of either ownership of their share capital or the ability of the Trust to control the composition of their Board.

Name of undertaking	Shares held	Country of Registration	Principal Activity
Clapham Park Homes Limited	Limited by guarantee	England	Registered Provider of Social Housing
EM Property Services Limited	100%	England	Did not trade
Longsdale Limited	Limited by guarantee	England	Property holding
Metropolitan Living Limited	100%	England	Property development
Metropolitan Support Trust Limited	Limited by guarantee	England	Registered Provider of Social Housing
Spiritagen Limited	100%	England	Property development

Metropolitan Living Limited participates in two active joint venture arrangements to carry out development projects.

Joint arrangement	Partner	Interest	Voting rights	Investment at 31 March 2014 £'000	Investment at 31 March 2013 £'000
Barratt Metropolitan LLP	Barratt	25%	50%	1,028	-
Westleigh Cherrybank LLP	Westleigh	50%	50%	797	797

The results and balance sheets of the LLPs are detailed below:

	BM LLP	WCB LLP	Total 2014	Total 2013
	£'000	£'000	£'000	£'000
Turnover	4,913	12	4,925	5,076
Operating result	1,399	10	1,409	748
Gross assets	5,990	808	6,798	5,106
Gross liabilities	(4,772)	(1)	(4,773)	(3,336)
	1,218	807	2,025	1,770

Amounts due at balance sheet date:

	BM LLP 2014 £'000	WCB LLP 2014 £'000	BM LLP 2013 £'000	WCB LLP 2013 £'000
Loans	1,028	797	-	797
Trading balances	-	-	-	-
Other	-	-	-	-
	1,028	797	-	797

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

29 Units in management	Owned and managed 2014	Owned but managed by others 2014	Not owned but managed 2014	Total 2014	Owned and managed 2013	Owned but managed by others 2013	Not owned but managed 2013	Total 2013
Group								
General Needs rented housing	20,807	374	1,671	22,852	20,712	456	1,713	22,881
Housing for older people	3,339	164	-	3,503	3,216	-	-	3,216
Supported Housing	1,443	724	253	2,420	1,860	814	25	2,699
Staff accommodation	19	4	2	25	23	6	2	31
Shared Ownership	4,648	89	131	4,868	4,606	89	120	4,815
Leaseholder units managed	2,600	7	712	3,319	2,553	7	657	3,217
Market/Affordable/Intermediate renting	1,159	-	49	1,208	890	-	41	931
Private sector leasing	36	90	-	126	36	68	-	104
	34,051	1,452	2,818	38,321	33,896	1,440	2,558	37,894

Metropolitan Housing Trust Limited Consolidated Financial Statements

Notes forming part of the Financial Statements
for the year ended 31 March 2014 (continued)

29 Units in management	Owning and managed 2014	Owning but managed by others 2014	Not owning but managed 2014	Total 2014	Owning and managed 2013	Owning but managed by others 2013	Not owning but managed 2013	Total 2013
Trust								
General Needs rented housing	19,465	374	1,671	21,510	19,387	456	1,713	21,556
Housing for older people	3,245	164	-	3,409	3,265	100	-	3,365
Supported Housing	1,411	685	35	2,131	1,630	782	25	2,437
Staff accommodation	19	4	2	25	23	6	2	31
Shared Ownership	4,536	89	131	4,756	4,545	89	120	4,754
Leaseholder units managed	2,108	7	712	2,827	2,082	7	657	2,746
Market/Affordable/Intermediate renting	869	-	49	918	636	-	41	677
Private sector leasing	36	90	-	126	36	68	-	104
	31,689	1,413	2,600	35,702	31,604	1,508	2,558	35,670

Metropolitan Housing Partnership Limited

Report and Financial Statements

Year ended 30 April 2015

Company Registration Number: 6560355

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

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Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

Company Information

Director:	Brian Johnson
Registered office:	The Grange, 100 High Street, Southgate, London N14 6PW
Company Registration Number:	6560355 (England and Wales)
Auditors:	BDO LLP, 2 City Place, Beehive Ring Road, Gatwick, West Sussex RH6 0PA

Director's Report

The director presents his report, together with the financial statements of the company for the year ended 30 April 2015.

Directors

The director shown below has held office during the whole of the period from 1 May 2014 to 30 April 2015:

Brian Johnson

Financial Review

The company is dormant and has not traded during the period.

Director's responsibilities

The director is responsible for preparing the financial statements in accordance with applicable law and regulations.

Company law requires the director to prepare financial statements for each financial year. Under that law the director has elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting. Under company law the director must not approve the financial statements unless he is satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period.

In preparing these financial statements, the director is required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The director is responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. He is also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

Auditors

The director has taken all the steps that he ought to have taken to make himself aware of any information needed by the company's auditors for the purposes of their audit and to establish that the auditors are aware of that information. The director is not aware of any relevant audit information of which the auditors are unaware.

BDO LLP have expressed their willingness to continue. A resolution for the re-appointment of BDO LLP as auditors of the Association is to be proposed at the forthcoming Annual General Meeting.

Approval

This report was approved and signed by the director on 18 August 2015.

A handwritten signature in black ink, appearing to read 'JBH JL' followed by a period.

Brian Johnson

Director

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF METROPOLITAN HOUSING PARTNERSHIP LIMITED

We have audited the financial statements of Metropolitan Housing Partnership Limited for the year ended 30 April 2015 which comprise the profit and loss account, the balance sheet and the related notes. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of the director and auditors

As explained more fully in the statement of director's responsibilities, the director is responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Financial Reporting Council's (FRC's) Ethical Standards for Auditors.

Scope of the audit of the financial statements

A description of the scope of an audit of financial statements is provided on the FRC's website at www.frc.org.uk/auditscopeukprivate.

Opinion on financial statements

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 April 2015 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

Opinion on other matters prescribed by the Companies Act 2006

In our opinion the information given in the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements.

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF METROPOLITAN HOUSING PARTNERSHIP LIMITED continued)

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or
- the directors were not entitled to prepare the financial statements and the directors' report in accordance with the small companies regime and to the exemption from the requirement to prepare a strategic report.

BDO LLP

Philip Rego (senior statutory auditor)

For and on behalf of BDO LLP, statutory auditor
Gatwick
United Kingdom

Date 19 August 2015

BDO LLP is a limited liability partnership registered in England and Wales (with registered number OC305127).

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

Profit and Loss Account for the year ended 30 April 2015

The company is dormant and has not traded during this or the preceding year.

The company received no income and incurred no expenditure in this or the preceding year and therefore did not make either a profit or loss.

The notes on page 9 form part of these financial statements

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

Balance sheet at 30 April 2015

	<i>Note</i>	2015	2014
		£	£
Current assets			
Debtors:		<u>1</u>	<u>1</u>
Total current assets:		<u>1</u>	<u>1</u>
Current liabilities			
Total current liabilities		<u>-</u>	<u>-</u>
Total Current assets less liabilities		<u>1</u>	<u>1</u>
Capital and reserves			
Called up share capital:	2	<u>1</u>	<u>1</u>
Total shareholders funds		<u>1</u>	<u>1</u>

The notes on page 9 form part of these financial statements

Company Registration Number: 6560355 For the year ending 30th April 2015 the company was entitled to exemption under section 480 of the Companies Act 2006 relating to dormant companies.

The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

These accounts have been prepared in accordance with the UK GAAP.

The financial statements were approved and authorised for issue by the Director on 18 August 2015

SIGNED ON BEHALF OF THE BOARD BY:



Brian Johnson
Director

Metropolitan Housing Partnership Limited

Report and Financial Statements for the year ended 30 April 2015

Notes to the Financial Statements for the year ended 30 April 2015

1. Accounting Policies

Basis of accounting

The accounts have been prepared in accordance with UK GAAP and under the historical cost convention.

2. Called up share capital

Class	Number of shares	Nominal value per share	2015	2014
		£	£	£
Ordinary shares:	1	1	1	1
Total share capital:			1	1

3. Ultimate controlling party

The ultimate controlling party of Metropolitan Housing Partnership Limited is Metropolitan Housing Trust, a registered provider of social housing.

VALUATION REPORT

The following valuation report (the "**Valuation Report**") relates to the properties which will be charged in favour of the Security Trustee on the Closing Date (the Initial Properties) and allocated to secure the Bonds. Accordingly, on the Closing Date the Issuer's Designated Security will be comprised of the Initial Properties.

The Valuation Report was prepared by Jones Lang LaSalle (the "**Valuer**"). The Valuation Report is included in this Prospectus, 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 the Original Borrower.

Summary of valuations

A summary of the values of the Initial Properties set out in the Valuation Report is set out below:

EUV-SH / MV-ST as appropriate				
Units No.	Valued on EUV-SH basis	Units No.	Valued on MV-ST basis	Total
1372	£125,849,000	1187	£157,865,000	£283,714,000



Valuation Advisory

Metropolitan Funding PLC
(as “Bond Issuer”)

Metropolitan Housing Trust Limited
(as “Original Borrower”)

Prudential Trustee Company Limited
(as “Bond Trustee” and “Security Trustee”)

Banco Santander S.A.
and
The Royal Bank of Scotland plc
(as “Joint Bookrunners”)

Valuation of 2,559 Social Housing Properties (and 63 Nil Value Units)

1 October 2015





30 Warwick Street, London W1B
tel +44 (0) 20 7493 4933

www.joneslanglasalle.co.uk

Metropolitan Funding PLC (as “Bond Issuer”)

The Grange
100 High Street
Southgate
N14 6PW

Your ref TBA
Our ref SM/RXP
Direct line 020 7087 5671
shuab.mirza@eu.jll.com

FAO: Karen Sheedy

Metropolitan Housing Trust Limited (as “Original Borrower”)

The Grange
100 High Street
Southgate
N14 6PW

FAO: Karen Sheedy

Prudential Trustee Company Limited (as “Bond Trustee” and “Security Trustee”)

Laurence Pountney Hill
London,
EC4R 0HH

FAO: Tony Petrou

Banco Santander S.A. (as “Joint Bookrunner”)

Guindia Grup Santander
Avda de Cantabria
28660 Boadilla del Monte
Madrid
Spain

The Royal Bank of Scotland plc (as “Joint Bookrunner”)

135 Bishopsgate
London
EC2M 3UR

1 October 2015

Dear Sirs

Metropolitan Funding PLC (as “Bond Issuer”)

Metropolitan Housing Trust Limited (as “Original Borrower” and hereinafter the “Association”)

Prudential Trustee Company Limited (as “Bond Trustee” and “Security Trustee”)

Valuation of Social Housing Portfolio Supporting Bond Issue

2,559 Properties (and 63 Nil Value Units)

Pleased find attached our Report in connection with the above and, in further detail, the following facility:





30 Warwick Street, London W1B
tel +44 (0) 20 7493 4933

www.joneslanglasalle.co.uk

Valuation of housing stock of Metropolitan Housing Trust Limited relating to the issue of £250,000,000 4.125 per cent. Secured Bonds due 2048, including £100,000,000 in principal amount of retained bonds (the "Bonds") to be issued by Metropolitan Funding PLC pursuant to a Bond Trust Deed to be dated on or around 5 October 2015 between the Bond Issuer and the Bond Trustee as trustee for itself and the holders of the Bonds.

This Report is issued for the benefit and use of the addressees and for inclusion in the prospectus for the issue of the Bonds (the "Prospectus" and the "Bond Issue" respectively) and may only be used in connection with the Prospectus and the Bond Issue. We hereby give our consent to the publication of this Report within the Prospectus and accept responsibility for the information contained in this Report.

To the best of our knowledge (having taken all reasonable care to ensure that such is the case) the information given in this Report is in accordance with the facts and does not omit anything likely to affect the import of such information. Before this Report or any part of it is reproduced or referred to in any document, circular or statement (other than the Prospectus in respect of the Bonds to be issued by the Issuer), our written approval as to the form and context of such publication must be obtained.

If you have any questions about this Report or require any further information, please feel free to contact **Shuab Mirza** via the details below.

Yours faithfully

Shuab Mirza
Director

T 020 7087 5671 (Direct)
M 07525 977 911 (Mobile)
shuab.mirza@eu.jll.com

Yours faithfully

Richard Petty
Lead Director

T 020 7087 5971 (Direct)
M 07767 413 631 (Mobile)
richard.petty@eu.jll.com

Executive Summary

Introduction

Jones Lang LaSalle Limited (as “Valuer”) has been instructed by Metropolitan Funding PLC (as “Bond Issuer”) and Metropolitan Housing Trust Limited (as “Original Borrower” and hereinafter the “Association”) and Prudential Trustee Company Limited (as “Bond Trustee”) to value a portfolio of 2,559 properties (with 63 nil value units listed separately) which are to be charged as security in favour of the Security Agent for the benefit of the Bond Issuer and the Bond Issuer's rights in relation to the portfolio shall be assigned to the Bond Trustee for the benefit of itself and amongst others the holders of the Bonds.

We have approached the exercise with regard to traditional social housing instructions and our agreed General Terms and Conditions of Business dated 22 May 2015.

This has been an inspections-based exercise whereby all terraces/estates/blocks in the portfolio have been seen externally and a representative sample viewed internally.

The effective date of valuation is as at the date of this Report, being 1 October 2015, which is the same date as the related prospectus.

Aggregate Valuations

Our opinion of value for loan security purposes, expressed in aggregate, is as follows:

Category	Units	EUV-SH	MV-T
<u>EUV-SH Stock</u>			
General Needs	807	£76,090,000	-
Sheltered	-	-	-
Support	30	£1,280,000	-
Keyworker	-	-	-
Intermediate	9	£1,067,000	-
Affordable	116	£12,785,000	-
Shared Ownership	410	£34,627,000	-
EUV-SH Sub-Total	1372	£125,849,000	-
<u>MV-T Stock</u>			
General Needs	1054	-	£141,594,000
Sheltered	19	-	£1,573,000
Support	35	-	£5,641,000
Keyworker	24	-	£2,505,000
Intermediate	-	-	-
Affordable	55	-	£6,552,000
Shared Ownership	-	-	-
MV-T Sub-Total	1187	-	£157,865,000
Total	2559	£125,849,000	£157,865,000

Notes

Data excludes 63 nil value units

Data inclusive of EUV-SH restrictions:

- after review of Certificate of Title
- where shared ownership (and the traditional designated basis of valuation)
- if "room" archetype (i.e. non self-contained)

Valuation of 1,372 properties valued on the basis of EUV-SH is:**£125,849,000 (one hundred and twenty five million eight hundred and forty nine thousand pounds)****Valuation of 1,187 properties valued on the basis of MV-T is:****£157,865,000 (one hundred and fifty seven million, eight hundred and sixty five thousand pounds)**

The above aggregate is represented in terms of freehold and leasehold title as follows:

Aggregate valuation of 2,005 freehold properties is:

£210,350,000 (two hundred and ten million, three hundred and fifty thousand pounds)

Aggregate valuation of 554 leasehold properties is:

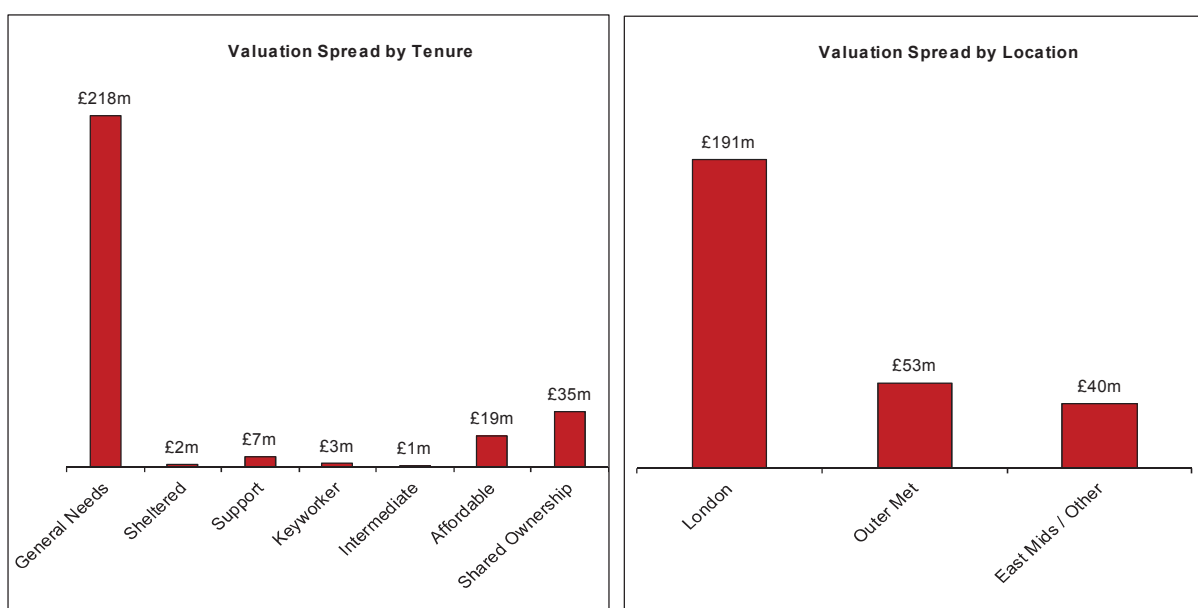
£73,364,000 (seventy three million, three hundred and sixty four thousand pounds)

We confirm that if the Bond Trustee or Security Agent were to have a “mortgagee in possession” scenario, then it should achieve a sale either to another Registered Provider (RP) at a price at least equivalent to our EUV-SH valuation, or, in principle, to a private purchaser at a price equivalent to our MV-T figure.

The Association has issued to us a property schedule with a gross annual rent receivable in Year 1 of £14,344,976. We have relied on this information – and all other property data provided by them – as being accurate and have based our valuations on this data. Particularly, we have not been requested nor have we verified the information in any way.

Valuation Analysis

The valuation is spread – by tenure and location – as follows:



In terms of value, the portfolio is summarised as:

- 77% general needs, 3% sheltered/support, 8% a mix of market rent derivations, and 12% shared ownership;
- 67% in Inner/Greater London, 19% in the adjacent Outer Met Counties, and 14% in East Midlands / Other.

This is core Association usage-category and territory and they have long-standing experience and presence within these areas – additionally both Local Authority relationships and management infrastructure are well grounded.

Having regard to the type/quality of stock, together with the current demand for well-maintained social housing accommodation within this predominant London/South-East landscape, we are satisfied with this concentration/profile of value.

Portfolio Summary

A “high-level” summary of the portfolio is provided below:

Parameter	Summary
Summary	
Portfolio	2,559-unit social housing portfolio (and 63 nil value units)
Location	60% Inner/Greater London, 20% Outer Met, 20% East Mids/Other
Usage-categories	76% social, 8% non-social, 16% s/o
Age/Construction	
Age	Period and 1930/40/50 street clusters
	1960/70/80 ex-LA estates and cul-de-sac schemes
	1990 and post-2000 RP mix-tenure infills/developments
Construction	Older stock: traditional solid brick
	Low-rise mid-age and modern: brick/block cavity
	Higher-rise: reinforced concrete/steel structures and various facing envelopes
Property/Tenure	
Property-type	1% bedsit, 52% flat, 47% house
Tenure-type	79% assured, 5% secure, 16% S/O lease
Passing Rents	
Av. rent (pw) - Social	£112 passing (circa 48% of equivalent market rent)
Av. rent (pw) - Non-social	£134 passing (circa 69% of equivalent market rent)
Av. rent (pw) - S/O	£74 passing (circa 33% of equivalent market rent) and at av. 58% retained equity
<u>Note</u> Social = general needs, sheltered, support Non-social = keyworker, intermediate, affordable S/O = shared ownership	

Cashflow Summary

A summary of our cashflow inputs for the parcels valued on EUV-SH are:

EUV-SH Cashflow Assumptions	Social (Restricted)	Non-social (Restricted)	Shared Ownership
Income			
Av. Passing Rent (pw)	£121	£141	£74
Relet/Sales Rate	3% relet to target	N/A	1 sale per district pa
Rent Loss & Expenditure			
Voids/Bad Debts	3%	3%	N/A
Management	£610	£550	7%
Operational/Major Repairs	£1,220	£1,210	N/A
As % of Passing Rent	29%	24%	7%
Inflationary Factors			
Rent Growth	1% real	1% real	0.5%
Management Growth	0.5% real	0.5% real	0.5% real
Repairs Growth	1% real	1% real	1% real
Discount Rate			
Income	5.7%	5.9%	5.3%
Sales	N/A	N/A	7.3%

Similarly, a summary of our cashflow inputs for the parcels valued on MV-T are:

MV-T Cashflow Assumptions	Social	Non-social	Shared Ownership
Income			
Av. Passing Rent (pw)	£106	£122	N/A
Sales Rate	5.3%	5.5%	N/A
Rent Loss & Expenditure			
Voids/Bad Debts	6%	6%	N/A
Management	10%	7.5%	N/A
Operational/Major Repairs	£2,020	£1,450	N/A
As % of Passing Rent	47%	30%	N/A

Inflationary Factors

Rent Growth	£106 passing to £219 market over Yrs 1-3, then 1% real	£122 passing to £171 market over Yrs 1-3, then 1% real	N/A
Management Growth	0.5% real	0.5% real	N/A
Repairs Growth	1% real	1% real	N/A

Discount Rate

Income	7.8%	7.4%	N/A
Sales	9.8%	8.6%	N/A

Sensitivity Analyses

We have carried out a sensitivity analysis on the social rented EUV-SH and MV-T cashflows (which dominate valuation, both in terms of unit numbers and quantum of value)..

For the EUV-SH cashflow, we have increased the discount rate to 6% real and increased costs by circa 10%, and the average price per unit reduces from £92,400 to £84,200 – assuming an industry-norm of 110% cover ratio, this would reduce the debt headroom to 100%.

For the MV-T cashflow, we have increased the sales discount rate to 12% real and reduced capital values by 10%, and here the average price per unit reduces from £137,400 to £114,000 – assuming an industry-norm of 125%, this would reduce the debt headroom to 104%.

Clearly, revising the valuation assumptions will reduce values and thereby the level of cover but in this particular case the MV-T cover (which forms the bulk of lending) remains well into the positive.

This summary should be read in conjunction with the remainder of the Report and must not be relied upon in isolation.

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1 Introduction

1.1 Background

- 1.1.1 Jones Lang LaSalle Limited (as “Valuer”) has been instructed by Metropolitan Funding PLC (as “Bond Issuer”) and Metropolitan Housing Trust Limited (as “Original Borrower” and hereinafter the “Association”) and Prudential Trustee Company Limited (as “Bond Trustee”) to value a portfolio of 2,559 properties (with 63 nil value units listed separately) which are to be charged as security in favour of the Security Agent for the benefit of the Bond Issuer and the Bond Issuer's rights in relation to the portfolio shall be assigned to the Bond Trustee for the benefit of itself and amongst others the holders of the Bonds.
- 1.1.2 The nil value units have either been sold on long leases, let for non-residential use or fully staircased. The Association's interest in the properties is considered “de-minimis” for the purpose of this exercise and have therefore been given no value. These units are not included in any further unit counts in this Report.

1.2 Instructions

- 1.2.1 Our Report is prepared in accordance with traditional social housing instructions and our agreed General Terms and Conditions of Business dated 22 May 2015
- 1.2.2 We have been instructed to prepare our valuations on the following bases:

Loan Security Purposes

- Existing Use Value for Social Housing (“EUV-SH”) relating to 1,372 properties restricted to this basis;
- Market Value subject to existing Tenancies (“MV-T”) relating to 1,187 properties acceptable to this basis.

Information Purposes

- Market Value, assuming Vacant Possession (“MV-VP”) for the full portfolio of 2,559 properties;
- Reinstatement Cost Analysis (“RCA”) for the full portfolio of 2,559 properties (as a guide to rebuild costs).

1.3 Compliance

- 1.3.1 Our valuations have been prepared in accordance with Royal Institution of Chartered Surveyors' Valuation – Professional Standards, January 2014, Global and UK edition (commonly known as the “Red Book”).
- 1.3.2 Our valuations may be subject to monitoring by the RICS. The valuations are undertaken by currently Registered RICS Valuers. 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.
- 1.3.3 This Report has been prepared by Shuab Mirza MRICS (Valuer number: 0103367).
- 1.3.4 The effective date of valuation is as at the date of this Report, being 1 October 2015, which is the same date as the related prospectus.

- 1.3.5 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 Association's Accounts. 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 Association's Accounts are prepared on a historic cost basis, which considers how much the properties have cost and will continue to cost that party, and this is an entirely different basis of valuation from that used for loan security purposes.

1.4 Professional Indemnity Insurance ("PII")

- 1.4.1 We will maintain for a period of six years following the date of delivery of the valuation PII with a well-established insurance office or underwriter of repute at a level adequate for the purpose of this Report for as long as such insurance remains available at commercially reasonable rates and terms (it being our duty to use all reasonable endeavours to obtain such terms and rates). Such insurance shall be written to cover our obligations to this valuation.
- 1.4.2 We hold PII up to £100 million. We believe this to be the highest level of cover held by any valuer operating in the social housing market. Whilst we appreciate that, for instructions of this nature, we are unable to cap our liability to the Bond Issuer, Bond Trustee, Security Trustee or Joint Borrowers, this substantial level of PII gives the requisite comfort that, in the event of a claim (however remote that may seem) there is sufficient protection with a firm of our status and financial strength and we shall immediately inform the stated parties as soon as we become aware that any such PII is not being maintained in accordance with this Report or for any reason becomes void or unenforceable.

1.5 Certificates of Title

- 1.5.1 We have reviewed the final form Certificate of Title issued by Devonshires Solicitors LLP and can confirm that our valuations fully reflect the disclosures contained therein. In particular, in respect of each unit which we have valued on the basis on MV-T, we confirm that (based on our review of the Certificate of Title) such units may be disposed of in a "mortgagee in possession" scenario on an unfettered basis (meaning subject to existing tenancies but otherwise with vacant possession and not subject to any security interest, option or other encumbrance or to any restriction preventing its sale to, or use by, any person for residential use).
- 1.5.2 For the avoidance of doubt we have valued 1,372 properties on the basis of EUV-SH and 1,187 on the basis of MV-T.

1.6 Affordable Rent

- 1.6.1 As you will know, the Affordable Rent framework has been introduced by the Government and Homes and Communities Agency (HCA) in an effort to improve the delivery of affordable housing whilst reducing grant subsidy. This model provides RPs with more flexibility in the length of tenancies issued, and the level of rent which they charge to tenants. The contracts allow RPs to let properties at a level of up to 80% of Market Rent ("Affordable Rent") inclusive of service charge (although the actual level is different in each contract and there are substantial regional variations).

- 1.6.2 The investment contracts are individual to each RP and the terms therein will not be bound to the land or title, nor will the details of the contracts be disclosed to the market. This has ramifications for the value of properties which are owned by the RPs because it follows that, in a bidding situation, the value which the vendor could achieve when selling a portfolio will be related to the rent level which the eventual purchaser could charge future tenants, rather than the level set out in the vendor's contract.
- 1.6.3 This introduces uncertainty in the assumptions which we make about the rental income which could be realised in the future, after a hypothetical transfer of stock (the concept upon which all valuations are based). Funders are wary about lending money against security with such valuations attributed to them and, in light of this and in accordance with our instructions, we have valued the portfolio on the assumption that properties are not let at Affordable Rents, as defined above. We have assumed that the portfolio is rented in line with the Rent Influencing Regime into perpetuity, and have not included additional hope value for Affordable Rent.

1.7 Changes to Social Housing Rental Growth from July 2015

- 1.7.1 As the Bank will be aware, in the Budget delivered on 8 July 2015, the government announced its intention to legislate to bring in fundamental changes to the rent regime affecting Registered Providers, with those changes to take effect from 1 April 2016. The proposed legislation is currently set out in the draft Welfare Reform and Work Bill ("the Bill"), which will begin its passage through Parliament with the committee stage of the process starting on 8 September 2015.
- 1.7.2 At the time of reporting, therefore, there is not absolute certainty that the legislation as finally enacted will be in the form currently set out in the Bill. Nevertheless, we have had careful regard to the implications of the Bill, on the assumption and expectation that it will be carried forward into legislation over the next few months.
- 1.7.3 The Government has announced that all Registered Providers are to be required to reduce their rents charged on social housing (as defined in the Housing and Regeneration Act 2008) by 1% each year, for four years, starting on 1 April 2016 and therefore with the final reduction being applied on 1 April 2019. The proposed cuts in rents are set out in Section 19 of the Bill.
- 1.7.4 Social housing as defined in the 2008 Act includes all forms of housing let at below market rents. These cuts are therefore not restricted to social rented housing but also affect affordable rents, intermediate or sub-market rents, supported and keyworker accommodation. The only certain exemption from the legislation as currently drafted is shared ownership.
- 1.7.5 Once the proposed period of cuts has ended, in April 2020, we expect that Registered Providers will be allowed to continue to increase their rents by CPI plus 1%, in line with the rent regime introduced by the government in April 2015. This is based on informal indications from government. However, as will be evident from the recent shift in government policy, there can be no certainty as to what the government will decide to do in April 2020 and there is therefore a degree of risk around this assumption.
- 1.7.6 This heightened risk is reflected in the discount rate applied to this valuation. However, this component of risk is not new – there has always been an element of legislative or regulatory risk in social housing valuations, where gross and net rental incomes are assessed over a long period; and this risk has always been reflected in the discount rates applied to valuations.
- 1.7.7 However, the Bill includes provisions for either a mortgagee in possession, or a receiver, and its successor in title (which could be either a Registered Provider or a non-regulated purchaser) to be exempt from the need to make future cuts after the date of acquisition. These provisions are contained in Section 20 of the Bill.

- 1.7.8 In our opinion, neither a mortgagee in possession (or receiver), nor any purchaser acquiring stock from the same, would choose to implement rent cuts over the period 2016-2019; and would actively use a legal right to avoid reducing the gross rental income from a housing portfolio. We have therefore prepared our valuation on the basis of EUV-SH on the express assumption that no further reductions in rent would be made after the hypothetical sale at the valuation date.
- 1.7.9 This is consistent with our reading of the draft legislation and with the interpretation of that draft legislation by the HCA which would, in effect, be powerless to prevent even a Registered Provider from choosing not to reduce rents over this period.
- 1.7.10 It follows that, for a valuation given for loan security purposes only, with a date of valuation prior to 1 April 2016, no reductions in rent would need to be made; and there is therefore no adverse effect on value other than any effect attributable to the increased discount rate referred to above.

2 Methodology

2.1 Valuation Model

- 2.1.1 We have undertaken our valuation of the housing stock using fully explicit discounted cashflow models, over a 50-year period, with the net income in the final year capitalised into perpetuity.
- 2.1.2 The net income is derived from the rent receivable (and capital receipts, where applicable) less: rent losses (voids and bad debts); the costs of management; operational maintenance costs (responsive and cyclical repairs); long-term asset management costs (major repairs); and allowances for the turnover of tenancies (relets or sales, whichever applicable). The resultant figure is then capitalised at an appropriate discount rate.
- 2.1.3 We have analysed the portfolio by location, user-category archetype and unit-size and therefore produced a series of cashflow inputs which – in turn – allowed us to derive overall weighted average assumptions (for the full portfolio), the details of which are reported herein.
- 2.1.4 Included in our valuation schedules are apportionments which are directly related to the level of rents for each property. Consequently, a high rented property will have a greater apportionment of total value whilst the opposite will be true for a low rented property. For this reason, apportionment figures are not valuations of individual properties and should not be considered as such, but we are satisfied for the Trustee to attribute these figures on a unit-by-unit basis.
- 2.1.5 In all cases we have ensured a Year 1 social rent for the EUV-SH basis of valuation. Further, all void units have been assumed as temporarily vacant and due for imminent re-letting without material capital expenditure, and all properties managed by outside-sources have been deemed as having social tenant-type residents requiring low-level support and thus appropriate to be managed by the subject Association via short-term terminations of the management agreements.

2.2 Information Provided

- 2.2.1 The principal source of background data for the portfolio has been the rent roll for each property provided by the Association. This detailed the number and type of units, usage and tenancy type and the rent payable.
- 2.2.2 This information was supplemented with market research and data gathered from similar instructions undertaken on comparable stock relating to all parameters driving the cashflow models (as described above).

2.3 Inspections

- 2.3.1 We derived our inspections strategy by giving full regard to: the geographical spread of the stock; the concentration (and thereby its exposure to risk); the property types.
- 2.3.2 We have satisfied ourselves as to the quality of location and the general condition and level of fixtures and fittings provided to the properties, and we have derived our valuation assumptions accordingly.
- 2.3.3 In accordance with our instructions, we have inspected all schemes externally and a representative sample of 10% of the stock was inspected internally.

3 Portfolio Description

3.1 User-Categories

3.1.1 We have valued this 2,559-unit portfolio on the basis of:

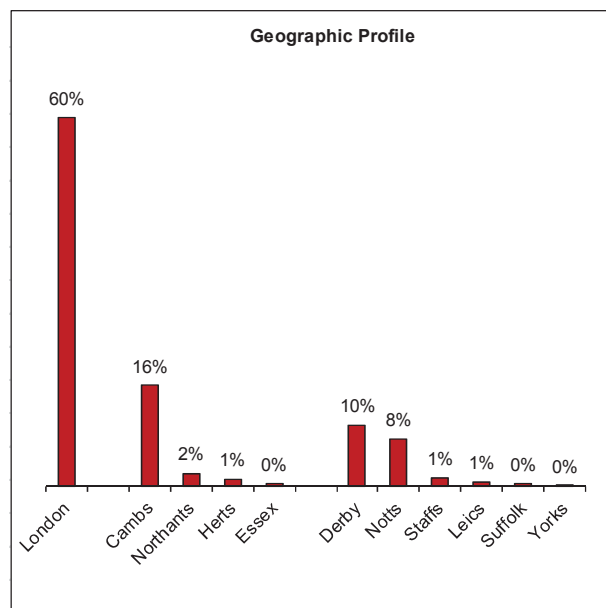
- 1,945 social rented properties, made up from:
 - 1,861 general needs units, and all being self-contained;
 - 19 sheltered units in one purpose-built facility, being age-restricted but with residents of independent-means and serviced with low-level care, and all self-contained;
 - 65 supported units, most being self-contained but a small proportion non-self-contained whereby accommodation comprises bedsits and shared kitchens/bathroom facilities – this latter group are unable to be sold independently and have been restricted to the EUV-SH basis of valuation;
- 204 non-social rented properties, made up from:
 - 24 keyworker units forming part of a modern mix-tenure scheme, and all self-contained;
 - 9 intermediate rented units forming part of a modern mix-tenure scheme, and all self-contained;
 - 171 affordable rented units forming part of 19 modern mix-tenure schemes and all self-contained;
- 410 shared ownership properties forming part of 22 modern mix-tenure schemes, and all self-contained.

3.2 Location

3.2.1 This is a widespread portfolio but concentrated in strong parcels across:

- 308 postcode locations;
- 94 postcode districts;
- 40 London Boroughs and Local Authorities;
- 12 London and County areas;
- 3 valuation regions, detailed as follows:

Region/Area	Units	As %
London	1532	60%
Inner/Greater London	1532	60%
Outer Met	512	20%
Cambs	418	16%
Northants	54	2%
Herts	30	1%
Essex	10	0%
East Mids/Other	515	20%
Derby	253	10%
Notts	196	8%
Staffs	36	1%
Leics	19	1%
Suffolk	10	0%
Yorks	1	0%
3 Regions, 12 Areas	2559	100%



Inner/Greater London

- Accounting for 60% of the stockholding;
- Covering 16 of the 32 London Boroughs but over three-quarters in the North, North-West and North-East;
- A finite proportion of period street clusters (and pepper-potted units) but the bulk 1990s and post-2000 Association-built schemes/infills;
- This grouping will have a leaning towards typical Inner-City urban environments within mixed private/social enclaves with large differentials between social/market rents, strong demand to let/buy and rental/capital values generally greater than traditional social housing accommodation.

Outer Met

- Accounting for 20% of the stockholding;
- Covering 4 Counties – two immediately surrounding London (Essex and Kent), and two further up the M1 / M11 corridor (Cambridgeshire and Northamptonshire, these locations being the most dominant in numbers) but all locations generally regarded as being within London commuter distance;
- Mainly a mix of 1960/70s ex-Local Authority estates, 1980s Association-built cul-de-sac developments, and 1990s and post-2000 Association-built schemes/infills;
- This grouping will have a marginally stronger bias towards a social housing tone with (comparative to the London stock) smaller differentials between social/market rents – however demand to let/buy and rental/capital values remain in tune with commensurate social housing exercises and at the mid-to-lower quartile of South-East value-levels.

East Midlands / Other

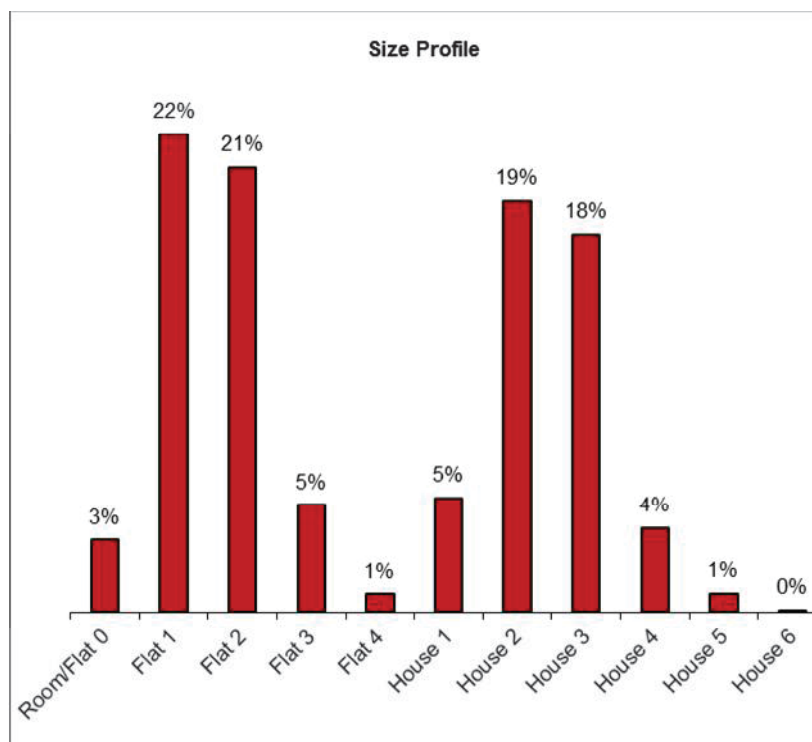
- Accounting for 20% of the stockholding;
- Almost exclusively in the 4 adjacent Counties of the East Midlands (Derbyshire, Nottinghamshire, Staffordshire and Leicestershire) with two pepper-potted schemes further afield (Suffolk and Yorkshire);
- A mix of older 1930/40/50 street clusters but mainly 1980s Association-built cul-de-sac developments, and 1990s Association-built infills;
- Again this grouping will have a stronger bias towards a social housing tone with further smaller differentials between social/market rents and rental/capital values possibly at the lower quartile of South-East value-levels.

3.2.2 The Association has a London-based central management function with added infrastructure hubs across the respective regions. It therefore has the requisite staffing and generic experience to manage/maintain this parcel of units (in line with its remaining stockholding) and we are therefore comfortable with the spread.

3.2.3 All properties sit within established residential streets (the period stock), estates (the 1960/70s and 1980s stock) and infill positions (the 1990s and post-2000 schemes). The older stock and the infills are within enclaves dominated by private ownership whilst the estates have a marginally stronger social housing tone – however, these are being well managed/maintained and show transactional evidence on the open market.

3.3 Property Types

3.3.1 The following table summarises the different property types within the portfolio:



3.3.2 As expected, the 1 and 2-bed flats dominate within the more urban environments, while the 2 and 3-bed houses are prevalent in the Outer Met and East Midlands / Other stock.

- 3.3.3 It is reasonable to assume continuing demand for renting of single/couple-orientated properties within or close to City Centres and family demises in more suburban positions. Particularly, we are satisfied that the profile should meet the demands of the target tenant group within the specific subject localities.
- 3.3.4 Additionally, we can confirm that our valuation assumptions (particularly the relet/void rates and the management and repairs/maintenance inputs) fully reflect this archetype mix.
- 3.3.5 The Association have advised us of high-on full occupancy and it is reasonable to conclude that this represents an acceptable profile, both presently and for the foreseeable-future.

3.4 Age, Construction, Services and Condition

- 3.4.1 There are various period/modern age-types but with a predominance of Association-built properties:
- A finite proportion of period street-based properties providing accommodation as houses/conversions;
 - A finite proportion of 1930/40/50s street and red-brick estate-based houses and purpose-built blocks;
 - Stronger numbers of 1960/70s estate terraced houses and purpose-built blocks;
 - Again, stronger numbers of 1980s cul-de-sac type estates;
 - A high proportion of 1990s and post-2000 Association-built infills and larger developments of terraced houses and purpose-built blocks.
- 3.4.2 The older properties (the period and 1930/40/50s stock) are of standard solid brick design with most having pitched/tiled roofs and upgraded with double-glazing. The vast majority of the modern properties (the 1970s, 1980s, 1990s and post-2000 stock) are of standard modern brick/block cavity construction with pitched/tiled roofs and double-glazing.
- 3.4.3 Some of the larger/taller facilities are of reinforced concrete/steel structures with various facing envelopes, and the bulk of these have shallow pitched or mansard roof designs. These will require higher levels of long-term expenditure and we have reflected this within our repairs/maintenance assumptions.
- 3.4.4 All properties viewed internally are serviced by independent central heating systems. The standard of fixtures/fittings will be commensurate to typical on-going/maintained social housing portfolios, and although of an inferior aesthetic quality to full open market demands, we feel the bulk should be marketable for letting/sale.
- 3.4.5 We have assumed that all properties comply with Decent Homes Standards. Additionally we are satisfied that the properties are being maintained to an acceptable social housing standard, in line with regulatory requirements and commensurate with the demands of the target tenant group.
- 3.4.6 Overall, we have assumed that each property has a useful economic life of at least 50 years subject to correct management/maintenance to full social housing standard.

3.5 Tenancies

- 3.5.1 We have valued on the basis of regulatory approved, sector-norm, assured/fair rented tenancies (with security of tenure), assured shorthold tenancies (with no security beyond their contractual terms) and shared ownership leases, as follows:
- 1,812 assureds, being 71% of the stockholding;
 - 133 secures, being 5%;
 - 204 assured shorthold, being 8%;
 - 410 shared ownership leases, being 16%.
- 3.5.2 Where other tenure-types were stated in the Association's original property schedules, we have given regard to their quantum and likely material impact on value and have made the necessary revisions to facilitate our cashflows. Particularly, in view of the social housing nature of this portfolio and the associated requirement for an affordable rental stream, we have taken the more prudent approach and assumed all to have security of tenure and where applicable revised the rents to bona fide social housing levels.
- 3.5.3 We have valued on the basis that, for all properties within this portfolio, the Association holds either a freehold or long-leasehold interest (i.e. with an unexpired term of at least 80 years) subject to the above-stated tenancies. Please note that there will be no material difference in MV-T and EUV-SH cashflow valuations between these two holding interests.

4 Cashflow Assumptions

4.1 Rental Income

4.1.1 The stockholding comprises 7 usage-categories but broadly grouped as: a) social rented; b) non-social rented; and c) shared ownership.

4.1.2 The average rents utilised are:

Category	Units	Av. Rent
<u>Social Rented</u>		
General Needs	1861	£113
Sheltered	19	£84
Support	65	£103
Total/Av. Social	1945	£112
<u>Non-Social Rented</u>		
Keyworker	24	£130
Intermediate	9	£142
Affordable	171	£134
Total/Av. Non-social	204	£134
<u>Shared Ownership</u>	410	£74

4.1.3 For the social rented stock, the table below sets out a comparison of the Association's average weekly rents against three benchmarks:

- The Association's target rent assessments;
- The HCA's regulatory caps, being the maximum rent chargeable;
- The HCA's and Communities for Local Government's Continuous Recording System (CORE) data for all general needs lettings in London for Fiscal Q3 (October to December 2013), the latest figures available.

Beds	Passing pw	Target pw	Core pw	Cap pw
0	£81	£86	-	£141
1	£95	£107	£103	£141
2	£112	£119	£118	£149
3	£126	£126	£132	£157
4	£146	£129	-	£166

Beds	Passing pw	Target pw	Core pw	Cap pw
5	£155	£130	-	£174
6	£153	£104	-	£182
Average	£112	£118	N/A	N/A

- 4.1.4 The Association's rents are broadly in line with that charged by other Associations, these are below target and Core and well below the caps.
- 4.1.5 Additionally, the **£112 per week** average rent to £490 per week net wage (the latter figure for London) equates to a below 25% relationship. This demonstrates that the rents being charged by the Association are "affordable".
- 4.1.6 For the non-social rented stock, the average rent across the 3 sub-groupings (of keyworker, intermediate and affordable) is **£134 per week**, with this figure sitting at just under 70% of the assessed market rent, and thus within the 80% guide on the affordable tenure (which dominates this grouping).
- 4.1.7 For the shared ownership stock, we have utilised an average passing rent of **£74 per week** and relating to an **average retained equity of 56%**. As an overall average this rental figure equates to circa 3% of the capital value retained, so within the industry-norm range and thus again demonstrates affordability.

4.2 Rental Growth

- 4.2.1 For the social rented stock, in view of the details in the Rent Regime section of our Introduction, we have modelled for the EUV-SH parcel growth in the average passing rent of **1% per annum real**.
- 4.2.2 For the MV-T parcel we have converged the passing rents to market levels over 3 years with this representing a weighted average growth rate (houses and flats) of **26% per annum**, and thereafter **1% per annum real**.
- 4.2.3 This approach is repeated for the non-social rented stock i.e. respective figures for the EUV-SH and MV-T parcels of **1% per annum real** and **10% per annum real** over 3 years and then **1% per annum real**.
- 4.2.4 For the shared ownership stock, we have grown the retained equity rental element by **0.5% per annum real**.
- 4.2.5 The HCA's restriction on future rental growth 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 set out in the model shared ownership lease, previously published by the National Housing Federation.

4.3 Relet (Turnover) and Sales Rates

- 4.3.1 The EUV-SH relet rate estimates the number of fair rented tenancies reverting to assured status.
- 4.3.2 As this would most commonly result in an increased rent, this parameter will raise value.
- 4.3.3 For the social rented stock, we have utilised a weighted average relet rate for the EUV-SH parcel of **3%**.

- 4.3.4 This parameter is not relevant to the non-social rented and shared ownership EUV-SH cashflows.
- 4.3.5 The MV-T sales rate predicts the number of properties selling each year but only impacts MV-T and shared ownership cashflows.
- 4.3.6 For the social rented stock we have utilised a weighted average sales rate for the MV-T parcel of **5.3%** which equates to circa 1 unit selling in each postcode district per annum.
- 4.3.7 For the non-social rented stock the figure for its MV-T parcel is **5.5%**, again being circa 1 sale in each postcode district per annum.
- 4.3.8 Some shared ownership exercises exclude capital receipts from staircasing as this parameter can be unpredictable. An aggressive estimation of staircasing can lead to an increase or decrease of the portfolios valuation, depending on the timing of the capital receipts. Equally, a conservative estimation of staircasing receipts might have a minimal effect on valuation – any increases being countered by reduced rental receipts in the long-term.
- 4.3.9 For this exercise, we have given regard to the location of the shared ownership stock, their build-type, and capital values in tandem with the question of “affordability” in the respective areas. We believe staircasing activity will continue, but have taken a cautious approach.
- 4.3.10 We have assumed gradual activity whereby circa **1 tranche sale per district per annum** will complete.
- 4.3.11 We understand that tenants of some properties within the portfolio may have either the Right to Buy (RTB) or the Right to Acquire (RTA). However, the level and frequency of RTB sales has declined over the last decade as house prices have become less affordable and discounts have been reduced. Whilst we recognise that RTB is just being reformed, the impact of the changes on the number of sales is yet to be seen. We consider it would be imprudent, therefore, to reflect additional value from capital receipts and we have therefore assumed that neither RTB nor RTA will be exercised.

4.4 Other Income

- 4.4.1 Our valuation ignores any additional “non-core” income (i.e. garage rents, leasehold ground rents, commercial property rents etc) which might be capitalised to form value.
- 4.4.2 We have also assumed parity on service income/expenditure whereby - over the long-term - the income received by the Association for the provision of services, is met in full by the respective costs.

4.5 Market Rents

- 4.5.1 Market rents do not impact on EUV-SH cashflows. However, they act as a strong benchmark in establishing the “affordability” of the passing rents.
- 4.5.2 Additionally they are a key driver to MV-T valuations as this cashflow allows the assured passing rents to converge to market levels anytime over Years 1-5 of the model (dependant on the Valuer’s assessment as to the most appropriate growth path).
- 4.5.3 We have assessed market rents for each archetype within each postcode sector by: a) analysing comparable data; b) ensuring that, if applicable, these are discounted (to reflect the social housing nature of parts of the stock); and c) giving regard to respective Local Housing Allowance levels.

4.5.4 For the social rented stock, passing rents are compared to market levels, as detailed below:

Beds	Passing pw	MR pw	% to MR
0	£81	£148	55%
1	£95	£178	54%
2	£112	£225	50%
3	£126	£283	45%
4	£146	£347	42%
5	£155	£413	37%
6	£153	£462	33%
Average	£112	£232	48%

4.5.5 As an overall average, the **£112 per week** passing rent is circa half that of the **£232 per week** market rent.

4.5.6 For the non-social rented stock, the respective figures are **£134 per week** passing rent and **£194 per week** market rent (so passing being circa two-thirds of market).

4.5.7 For the shared ownership stock, these figures are **£74 per week** passing rent and **£225 per week** market rent (so the relationship here being one-third).

4.5.8 Passing rents – for all user-categories – are therefore significantly below market levels, again reiterating the “affordability” of the respective rental streams.

4.6 Capital Values

4.6.1 Market sales do not impact on EUV-SH cashflows.

4.6.2 However, as per market rents capital values are: a) assessed to benchmark the quality of a portfolio; and b) act as a further driver to the MV-T cashflow whereby void units are allowed to be sold (as opposed to having them retained at social/affordable rents into perpetuity).

4.6.3 We have assessed market sales values for each archetype within each postcode sector by: a) analysing comparable data; and b) ensuring – if applicable – that these are discounted (to reflect social housing tone).

4.6.4 For the social rented stock, the sales values utilised produce the following archetype figures:

Beds	MR pw	MV-VP	Gross Yield
0	£148	£121,000	6.3%
1	£178	£165,000	5.6%
2	£225	£215,000	5.4%
3	£283	£280,000	5.2%
4	£347	£333,000	5.4%
5	£413	£444,000	4.8%
6	£462	£480,000	5.0%
Average	£232	£223,000	5.4%

- 4.6.5 The yield profile is broadly as expected – the smaller sized-units show the strongest yields with decreasing figures as the units get larger and more expensive.
- 4.6.6 Aside from some anomalies, an overall **5.4% gross initial yield** is well within market conditions.
- 4.6.7 The market rent, capital value and yield profile by region is also within expected parameters, with London showing by far the strongest values, significantly lower figures in Outer Met and – in terms of capital values – almost half these levels in The East Midlands/Other category.

Region	MR pw	MV-VP	Gross Yield
London	£278	£275,000	5.3%
Outer Met	£207	£207,000	5.2%
East Mids/Other	£154	£123,000	6.5%
Average	£232	£223,000	5.4%

- 4.6.8 On the whole these figures are substantially lower than average house prices published by the Land Registry within these regions. However, this directly reflects the strong presence of the smaller archetype 1 and 2-bed flats and also the prudent approach adopted in our research and application of these figures for this exercise.
- 4.6.9 For the non-social rented stock, the average **£194 per week** assessed market rent and the average **£189,000** capital value produces a gross initial yield of **5.3%**.
- 4.6.10 For the shared ownership stock, the respective figures are **£225 per week** and **£235,000**, thus producing a gross initial yield of **5%**.
- 4.6.11 We are therefore satisfied that that for all user-categories the market rents and capital values afforded to each unit (and thus the respective weighted averages stated above) are at appropriate levels so as to produce market-commensurate yields.

4.7 Market Rent and Capital Value Growth Rates

- 4.7.1 Our valuations assume market rents to grow at **1% per annum real** and capital values at **2% per annum real**.

4.8 Outgoings

- 4.8.1 From the overall rent receivable, the Association will: a) suffer rent losses (through voids, bad debts and arrears); b) expend or make allowances for management costs; and c) ditto for maintaining the properties via responsive repairs and long-term cyclical/major repairs.
- 4.8.2 In deriving our rent loss and expenditure allowances, we have: a) analysed the findings derived from our inspections; b) allowed for the Association's past performance and Business Plan predictions; c) assumed the Association's Decent Homes Standards position; and d) given regard to comparable RP valuation exercises.
- 4.8.3 In summary, we have made gross-to-net rent adjustments by deducting from the passing rents allowances for:
- Voids and bad debts;
 - Management costs;
 - Repair/maintenance costs and longer-term sinking allowances for major expenditure.

4.9 Voids and Bad Debts

- 4.9.1 For the social rented stock, our valuation for the EUV-SH parcel adopts a rate of **3% per annum** of passing rent. The MV-T parcel adopts **6% per annum** in Year 1.
- 4.9.2 For the non-social rented stock, the respective EUV-SH and MV-T parcels adopt **3% per annum** and **6% per annum** in Year 1.
- 4.9.3 For the shared ownership stock, void/bad debts are historically low. Voids are unlikely within share ownership vehicles as the tenant is also part-owner and (unless an extreme distress situation) would usually need to sell their share before they could vacate the property, hence theoretically preventing a void period. Further, historic records show very low levels of bad debts with these being incurred only in extreme scenarios. For this model we have incorporated no allowance within our overall deductions figure.

4.10 Management Costs

- 4.10.1 For the social rented stock, we have utilised a management cost for the EUV-SH parcel of **£610 per unit per annum**. For the MV-T parcel we have allowed for **10% per annum** of passing rent for this parameter.
- 4.10.2 For the non-social rented stock, the respective figures for the EUV-SH and MV-T parcels are **£550 per unit per annum** and **7.5% per annum**.
- 4.10.3 For shared ownership stock, management costs generally relate to the collection of rent and servicing staircasing applications – in view of the modest prediction on activity, we have restricted management allowances here to circa **7% per annum** of passing rent.
- 4.10.4 We have inflated these figures by **0.5% per annum real**.

4.11 Repairs and Maintenance

4.11.1 Although the majority of the properties will generally be in a reasonable condition and fully tenanted/marketable, day-to-day, cyclical and renewal maintenance will be required to maintain the stock to regulatory required condition.

4.11.2 For the social rented and non-social stock, the following table sets out the elemental inputs (row titles) for both the EUV-SH and MV-T parcels (column titles):

Expenditure - Social	EUV-SH	MV-T
Day-to-day repairs	£400	£425
Cyclical repairs	£200	£225
Major repairs/renewals – Year 1	£620	£1,370
Total	£1,220	£2,020

Expenditure - Non-social	EUV-SH	MV-T
Day-to-day repairs	£400	£425
Cyclical repairs	£200	£235
Major repairs/renewals – Year 1	£560	£790
Total	£1,160	£1,450

4.11.3 For the major repairs element we have adopted higher costs in Years 1-3 of our MV-T model as some of the properties will require refurbishment and redecoration in order to attract buyers or to be let on the open market. After this initial period, our costs settle to a lower level as shown below:

Years	MV-T Major - Social
Years 1-3	£1,370
Years 4-5	£700
Years 6-10	£700
Years 11-15	£725
Years 16-20	£750
Years 21- 25	£775
Year 26 onwards	£800

Years	MV-T Major - Non-social
Years 1-3	£790
Years 4-5	£400
Years 6-10	£660
Years 11-15	£685
Years 16-20	£710
Years 21- 25	£735
Year 26 onwards	£760

4.11.4 For the shared ownership stock, internal day-to-day repairs will be the responsibility of the lessee, whilst external long-term maintenance – for those residing in flats (which dominate this element of the portfolio) – will be paid for via their respective service charge provisions.

4.11.5 Our rates are subject to an annual inflator of **1% per annum real**.

4.12 Discount Rates

4.12.1 Our cashflow valuations are based on constant prices and therefore explicitly exclude inflation.

4.12.2 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;
- the long-term cost of borrowing.

4.12.3 For the social rented stock, our EUV-SH parcel adopts a discount rate of **5.7% real** on net rental income. Our MV-T parcel uses **7.8% real** for the net rent and **9.8% real** relating to the capital receipts from sales.

4.12.4 For the non-social rented stock, we have used respective figures for the EUV-SH and MV-T parcels of **5.9% real** and **7.4% / 8.6% real**.

4.12.5 For the shared ownership stock, we have used respective rates of **5.3% real** and **7.3% real**.

5 Valuation

5.1 Background

5.1.1 We have prepared our valuations on the following bases:

Loan Security Purposes

- Existing Use Value for Social Housing (“EUV-SH”) relating to 1,372 properties restricted to this basis;
- Market Value subject to existing Tenancies (“MV-T”) relating to 1,187 properties acceptable to this basis.

Information Purposes

- Market Value, assuming Vacant Possession (“MV-VP”) for the full portfolio of 2,559 properties;
- Reinstatement Cost Analysis (“RCA”) for the full portfolio of 2,559 properties (as a guide to rebuild costs).

5.1.2 Our valuations have been prepared in accordance with the RICS Red Book.

5.1.3 Apportionments of the valuations are calculative figures and are not valuations of the individual properties – these should not be relied upon or treated as such.

5.1.4 Our valuations represent our opinion of the portfolio as a whole. A prospective purchaser is likely to seek a discount to reflect the quantity of the properties concerned. Conversely, there is also potential for additional value being added to the portfolio if it were to be broken up and sold piecemeal. Our opinion of value is derived whereby we have neither applied a discount for quantum nor added a premium for break-up potential.

5.2 Aggregate Valuations

Loan Security Purposes

5.2.1 Our opinion of value for loan security purposes, expressed in aggregate, is as follows:

5.2.2 Valuation of 1,372 properties, in aggregate, valued on the basis of EUV-SH is:

£125,849,000 (one hundred and twenty five million eight hundred and forty nine thousand pounds)

5.2.3 Valuation of 1,187 properties, in aggregate, valued on the basis of MV-T is:

£157,865,000 (one hundred and fifty seven million, eight hundred and sixty five thousand pounds)

5.2.4 These aggregates are broken down as follows:

Category	Units	EUV-SH	MV-T
<u>EUV-SH Stock</u>			
General Needs	807	£76,090,000	-
Sheltered	-	-	-
Support	30	£1,280,000	-
Keyworker	-	-	-
Intermediate	9	£1,067,000	-
Affordable	116	£12,785,000	-
Shared Ownership	410	£34,627,000	-
EUV-SH Sub-Total	1372	£125,849,000	-
<u>MV-T Stock</u>			
General Needs	1054	-	£141,594,000
Sheltered	19	-	£1,573,000
Support	35	-	£5,641,000
Keyworker	24	-	£2,505,000
Intermediate	-	-	-
Affordable	55	-	£6,552,000
Shared Ownership	-	-	-
MV-T Sub-Total	1187	-	£157,865,000
Total	2559	£125,849,000	£157,865,000

Notes

Data excludes 63 nil value units

Data inclusive of EUV-SH restrictions:

a) after review of Certificate of Title

b) where shared ownership (and the traditional designated basis of valuation)

c) if "room" archetype (i.e. non self-contained)

Information Purposes

5.2.1 The above aggregate is represented in terms of freehold and leasehold title as follows:

Aggregate valuation of 2,005 freehold properties is:

£210,350,000 (two hundred and ten million, three hundred and fifty thousand pounds)

5.2.2 Aggregate valuation of 554 leasehold properties is:

£73,364,000 (seventy three million, three hundred and sixty four thousand pounds)

5.2.3 Indicative MV-VP valuation of 2,559 properties, in aggregate, for information purposes only:

£568,420,000 (five hundred and sixty eight million, four hundred and twenty thousand pounds)

5.2.4 Indicative RCA valuation of 2,559 properties, in aggregate, for information purposes only:

£313,000,000 (three hundred and thirteen million pounds)

5.3 Suitability as Security

- 5.3.1 We are generally required to comment on whether the properties we have valued continue to provide adequate security for the loan.
- 5.3.2 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 is being applied in making this assessment.
- 5.3.3 However, we confirm that if the Bond Trustee or Security Agent were to have a “mortgagee in possession” scenario, then it should achieve a sale either to another RP at a price at least equivalent to our EUV-SH valuation, or, in principle, to a private purchaser at a price equivalent to our MV-T figure.
- 5.3.4 The valuation assumes implicitly that a purchaser could obtain debt finance on commercially viable terms to facilitate a purchase of the portfolio. Furthermore, we have identified the following attributes of the portfolio which should assist the Bond Trustee and Security Agent in its assessment:
- Given the divergence between property prices and local average earnings, demand for these properties should be sustainable in the medium to long term;
 - The individual archetype and overall average rent is broadly in line with other comparably located RPs;
 - The individual archetype rents are all below the Local Housing Allowance Rents 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.
- 5.3.5 With the above factors in mind, and with specific regard to the continuing need for well-maintained social housing accommodation in the subject regions, 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.
- 5.3.6 Subject to the information presented within this Report, and at the values formally reported, we are satisfied to recommend to the Trustee that this portfolio is suitable for security purposes.

6 Bases of Valuation

6.1 RICS Red Book

6.1.1 Our valuations have been prepared in accordance with the RICS Red Book.

6.2 Existing Use Value for Social Housing

6.2.1 The basis of Existing Use Value for Social Housing is defined in UKVS 1.13 of the Red Book as follows:

“Existing use value for social housing (EUV-SH) is the estimated amount for which a property 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 has each acted knowledgeably, prudently and without compulsion, subject to the following special assumptions that:

- *The property will continue to be let by a body pursuant to delivery of a service for the existing use;*
- *At the valuation date, any regulatory body, in applying its criteria for approval, would not unreasonably fetter the vendor’s ability to dispose of the property to organisations intending to manage their housing stock in accordance with that regulatory body’s requirements;*
- *Properties temporarily vacant pending re-letting would 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;*
- *Any subsequent sales would be subject to all of the above assumptions.”*

6.3 Market Value

6.3.1 The basis of Market Value is defined in VPS 4.1.2 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.”

6.3.2 Market Value subject to Tenancies is in accordance with the above definition, with the added note as follows:

“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.”

6.4 Reinstatement Cost Analysis

6.4.1 We have prepared a broad indication of the aggregate reinstatement cost of the portfolio, as guidance for insurance purposes. This is provided for indicative purposes only and must not be used to calculate the premium that would be paid to insure this portfolio of properties.

6.5 Sales Expenses, Tax and VAT

- 6.5.1 No allowance is made in our valuations for any expenses of realisation, nor 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, nor for VAT on disposal.

7 Market Commentary

7.1 UK Housing Market Overview

- 7.1.1 The UK housing market has emerged strongly following the general election. Fears of a Mansion Tax have subsided and the higher-value housing markets in Greater London and the South East have rebounded positively. Economic indicators in the UK continue to paint a positive picture and while a Greek exit (Grexit) from the EU may result in lowered short-term economic growth, the UK housing market should be quite resilient to any economic shocks. Annual price growth across each region, with the exception of Wales, remains positive.
- 7.1.2 The various national house price indices differ quite a bit on the strength of price growth at present. Lloyds/ Halifax is claiming prices are up 9.4% in the year to June 2015, Nationwide is reporting 3.3% over the same period while Land Registry is saying that prices have grown by 4.6% in the year to May 2015.
- 7.1.3 The housing market in 2014 was marked by a number of policy changes, most notably the Mortgage Market Review (MMR) and the reform of Stamp Duty. The housing market slowed considerably in the latter half of 2014 and this may have been partly due to the MMR's stricter lending criteria. Stamp Duty reforms have helped increase housing mobility in the mainstream housing market as buyers are paying much less tax for properties priced below £1,100,000. However, while transactions have risen since December 2014, anecdotal evidence suggests that the reform has not had a marked effect on housing demand.
- 7.1.4 Housing transactions in the UK are picking up on a monthly basis but annually, sales volumes across the country are still falling. On an annual basis, transactions growth is still positive and in the year to May 2015, annual transactions rose by 2.0%. (Source: HMRC)
- 7.1.5 Construction starts in England & Wales have picked up and in the year to Q1 2015, building work commenced on 141,000 units, a rise of 4.9% compared with a year earlier. Construction completions have continued to increase steadily and in the year to Q1 2015, 125,120 units were built, an increase of 11.3% compared with a year earlier. While it is encouraging to see a rise in completions, the number remains a far cry from the 240,000+ homes England requires each year. (Source: DCLG)

7.2 Greater London Housing Market

- 7.2.1 House prices in Greater London rose by 3.1% during the three months to end-May 2015. This level of growth is greater than the increase of 0.3% in prices across England & Wales. This rise of 3.1% follows an uptick of 1.1% in the three months to end-February 2015 and a contraction of 1.3% three months earlier. In the year to end-May 2015 house prices in Greater London grew by 9.1% - considerably higher than the 4.6% average rise in England & Wales. While annual price growth remains high, capital appreciation in Greater London has slowed notably over the past six months. (Source: Land Registry).



- 7.2.2 House prices in Greater London are significantly higher than the England & Wales average. The average house price in Greater London was £475,961 in May 2015 which compares with £179,696 in England & Wales. In recent years, house prices in Greater London have accelerated away from prices in England & Wales. Average house prices in Greater London are now 63% higher than their 2009 low but only 20% higher across England & Wales. (Source: Land Registry).



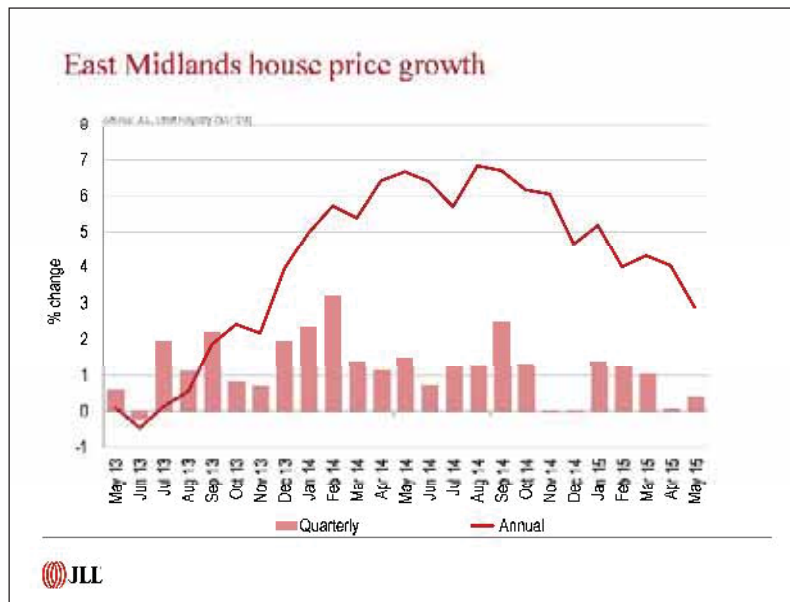
- 7.2.3 The annual number of property transactions in Greater London is now falling, having increased continually between March 2013 and July 2014 when it reached a peak of 122,100 transactions pa. In the year to March 2015, annual transaction levels in Greater London fell by 5.1% which compares with an uptick of 4.9% across England & Wales.
- 7.2.4 Transaction levels in Greater London are below the 2006 average but equal to the 10 year average. In the year to March 2015, there were 111,800 transactions in Greater London. This is 26% lower than the 2006 average which compares with 24% lower in England & Wales. In contrast, the annual number of transactions in Greater London is equal to the 10 year average while annual sales volumes in England & Wales are 5% higher.
- 7.2.5 The rebound in annual transactions in Greater London compared with the 2009 low is 98% and 80% in England & Wales. (Source: Land Registry).



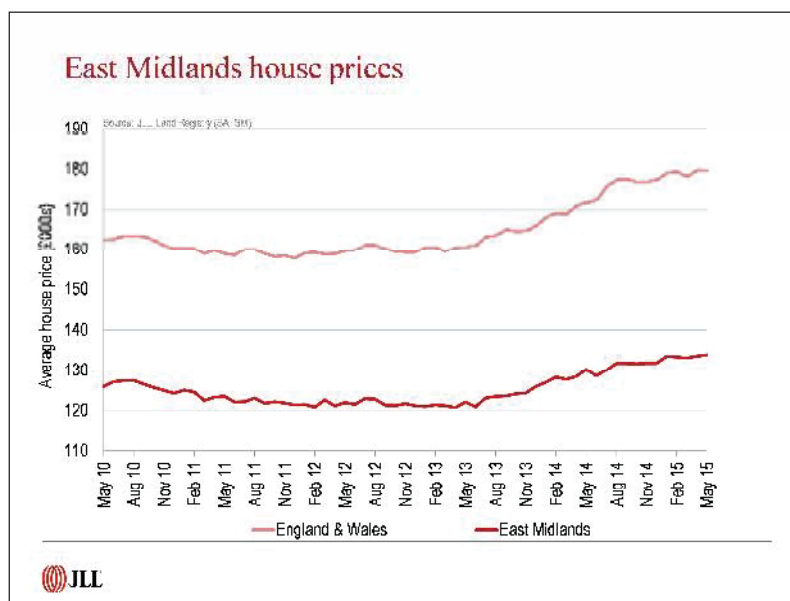
- 7.2.6 There was an uptick in annual development starts in Greater London in Q1 2015 following a continuous decline in figures throughout 2014. Compared with a year earlier, the number of annual development starts has increased by 0.2%. At 21,370, the number of housing starts in the past year is 1% above 2006-2007 levels and London is the only region where construction starts are above the 2006-2007 average. Compared with the 10 year average, housing starts in London are 11% higher.
- 7.2.7 The number of development completions in the year to Q1 2015, at 18,260 units, is 1.8% higher than a year earlier, 15% below 2006-2007 levels and 7% lower than the 10 year average. Both starts and completions are significantly shy of the 42,000 units required each year as defined in the January 2014 Draft London Plan.

7.3 East Midlands Housing Market

- 7.3.1 House prices in the East Midlands rose by 0.4% in the three months to end-May 2015, which compares with an increase of 0.3% in prices across England & Wales. This growth of 0.4% follows a gain of 1.2% in the three months to end-February 2015. In the year to end-May 2015 house prices in the East Midlands increased by 2.9% which compares with an average increase of 4.6% in England & Wales. (Source: Land Registry).

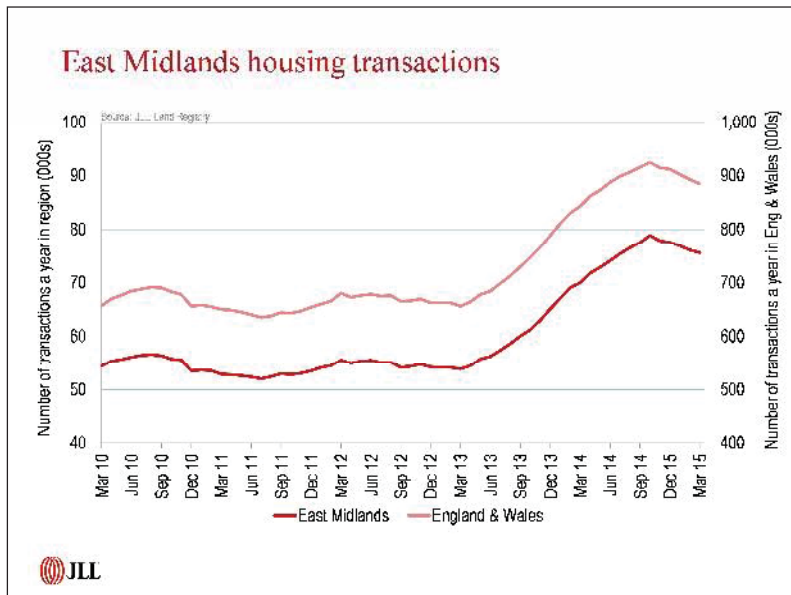


- 7.3.2 House prices in the East Midlands are below the average for England & Wales. The average house price in the East Midlands was £133,901 in May 2015 compared with £179,696 in England & Wales. House price growth in the East Midlands has slowly fallen behind that of England & Wales. Average prices in the East Midlands are now 13% higher than their 2009 low, compared with 20% across England & Wales. (Source: Land Registry).

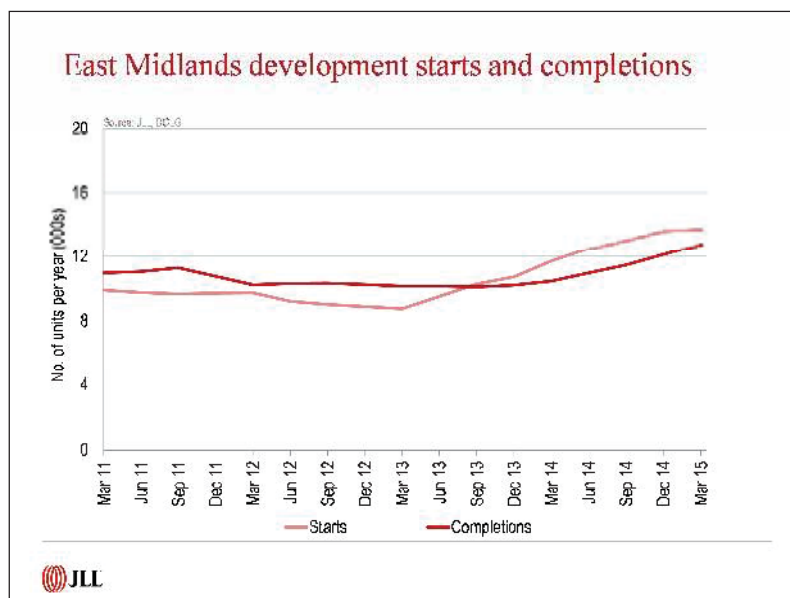


- 7.3.3 The annual number of property transactions in the East Midlands is now falling, having increased continually between March 2013 and October 2014 when it reached a peak of 78,900 transactions pa. In the year to March 2015, annual transaction levels in the East Midlands grew by 8.0% which compares with 4.9% across England & Wales.

- 7.3.4 Transaction levels in the East Midlands are below their recent peak but greater than the 10 year average. The current level of transactions in the East Midlands, at 75,600pa, is 22% lower than the 2006 average which compares with 24% lower in England & Wales. The annual number of transactions in the East Midlands is 8% higher than the 10 year average which compares with 5% higher across England & Wales. The rebound in annual transactions in the East Midlands compared with the 2009 low is 80%, which is in line with the recovery of 80% in England & Wales. (Source: Land Registry).



- 7.3.5 The number of development starts per year has increased by 17.2% compared with a year earlier. At 13,710, the number of housing starts in the past year is 23% below 2006-2007 levels but 12% higher than the 10 year average.
- 7.3.6 The number of development completions in the year to Q1 2015, at 12,780 units, is 22.2% higher than a year earlier, 27% below 2006-2007 levels and 3% below the 10 year average. (Source: DCLG).



8 Sources and Verification of Information

8.1 General

- 8.1.1 We have relied upon all details (i.e. the description, current rental income and tenancy type etc) provided to us by the Association and we have not verified the accuracy of that data.

8.2 Tenure

- 8.2.1 We have assumed that the Association holds long leasehold (at least 75 years) or freehold interests in these properties unless otherwise stated in this report.

8.3 Title

- 8.3.1 We have not carried out our own investigations of title and our valuations have assumed good title, free from onerous covenants and other encumbrances other than as set out in this report.
- 8.3.2 We assume unless informed to the contrary or unless otherwise stated in this report, that each property has a good and marketable title; that all documentation is satisfactorily drawn; and that there are no encumbrances, restrictions, easements or other outgoings of an onerous nature, which would have a material effect on the value of the interest under consideration, nor material litigation pending.
- 8.3.3 Where we have been provided with documentation we recommend that reliance should not be placed on our interpretation without verification by your lawyers. We have assumed that all information provided by the client, or its agents, is correct, up to date and can be relied upon.

8.4 Nomination Agreements

- 8.4.1 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 Planning

- 8.5.1 We have prepared our valuations on the basis that each property exists in accordance with a valid planning permission.

8.6 Compliance with Building Regulations and Statutory Requirements

- 8.6.1 We have assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements.

8.7 Measurements/Floor Areas

- 8.7.1 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.
- 8.7.2 However, where measurements have been undertaken, we have adhered to All measurement is carried out in accordance with the Code of Measuring Practice (6th Edition) issued by the Royal Institution of Chartered Surveyors, 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.
- 8.7.3 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.

8.8 Structural Surveys

- 8.8.1 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. Unless stated otherwise in our reports we assume any tenants are fully responsible for the repair of their demise either directly or through a service charge.
- 8.8.2 In our opinion the economic life of each property should exceed 50 years providing the properties are properly maintained.

8.9 Deleterious Materials

- 8.9.1 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.

8.10 Site Conditions

- 8.10.1 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.

8.11 Environmental Contamination

- 8.11.1 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.

8.12 Insurance

- 8.12.1 Unless expressly advised to the contrary we assume that appropriate cover is and will continue to be available on commercially acceptable terms.

8.13 Reinstatement Value

- 8.13.1 The figure provided (if applicable) is a broad indication of the cost of reinstating the portfolio to the current specifications. The floor areas we have adopted in order to arrive at these figures are an average for each type of dwelling only - we have neither measured nor been provided with floor areas.
- 8.13.2 Our figures for reinstatement cost assessment have been derived by reference to the BCIS Guide to Building Prices. To this figure a regional variation adjustment has been made then an amount has been added for professional fees, demolition, site clearance and VAT.
- 8.13.3 We must point out that our figures are based on a limited inspection carried out for market valuation purposes (by a Valuation Surveyor rather than a Building Surveyor) and, therefore, our inspections of the structures are inadequate for a reliable figure to be obtained.
- 8.13.4 Our figures are based on general prices and indices at the date of valuation which are subject to fluctuation and, therefore, building insurance figures should be reviewed at regular intervals to allow for any inflationary tendencies. No allowance has been made in our figures for inflation during the insurance year or any subsequent construction period. Similarly, we have not included an allowance for any loss of rent during the reconstruction period.
- 8.13.5 Our figures do not include any allowances for any items which might more appropriately be considered to be plant and machinery.
- 8.13.6 We have not considered details of the insurance policy in place. However, our figure is intended to enable you to consider the adequacy of the insurance arrangement proposed by your Association. Our figure should not be relied upon in isolation. If such reliance is required, it will be necessary for our Building Surveyors to be instructed to undertake a detailed inspection and consideration of the structure and form of construction of the buildings.

8.14 Services

- 8.14.1 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.

8.15 Outstanding Debts

- 8.15.1 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.

8.16 Plans and Maps

- 8.16.1 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.

APPENDIX 1

LETTER OF INSTRUCTION



Metropolitan

Jones Lang LaSalle
30 Warwick Street
London
W1B 5NH

FAO: Shuab Mirza

22 May 2015

The Grange
100 High Street
Southgate
London N14 6PW
Tel: 020 3535 3000
www.metropolitan.org.uk

Dear Sirs

**Metropolitan Housing Trust (as Bond Issuer and hereinafter the "Association")
Bond Issuance, Circa 2,700 Units
Instruction Letter**

Jones Lang LaSalle Limited is requested to provide a valuation report for circa 2,700 properties in relation to the Association's prospective Bond Issue.

The scope of work in relation to this exercise is detailed below.

1. Basis of Valuation

Your report should include your opinion of:-

- Existing Use Value for Social Housing (EUV-SH);
- Market Value – subject to tenancies (MV-T);
- Market Value assuming Vacant Possession (MV-VP) – for guidance purposes only;
- The full reinstatement value of the portfolio (IRV) – for guidance purposes only.

2. Confirmation of Valuation and Review of Certificates

The certificate sample will be decided later depending upon the likely make up of the security portfolio.

3. Detail of the Report

The format and wording of the Report will be required to comply with the UK Listing Authority Rules – this may differ from your firm's standard report format for such work.

This Report is to provide a full description or schedule of the properties, which will include (where applicable):

Metropolitan is a leading provider of integrated housing services, care and support and community regeneration. Metropolitan is the brand name for Metropolitan Housing Trust Limited (MHT Ltd), registered office, The Grange, 100 High Street, Southgate N14 6PW

MHT Ltd is charitable, registered under the Co-operative and Community Benefit Societies Act 2014, registered No 16337R and registered with the Homes and Communities Agency, the regulator of social housing, under No L0726. MHT has a Consumer Credit Licence under No 557055



- a location plan identifying (where practicable) the main locations of the housing stock;
- a breakdown of the stock into unit types (i.e. 1-bed flats, 2-bed flatsetc), together with a breakdown by tenure (usage-type and tenancy i.e. general needs and secure/assured etc.);
- the state of repair of the stock, the availability of all usual services, and access to the stock;
- presence of any structural problems or non-standard construction and the effect on marketability;
- a summary of the effects of any planning restrictions or nominations rights;
- agreements binding either on the land or any purchases of the units;
- a description of the economic and social characteristics of the area (i.e. primary or secondaryetc);
- an overview of the localised property market and its valuation trends;
- any other relevant information.

The Report should also include:

- colour photographs of the properties (where practicable); and
- a general location map.

Pleasealso confirm that the valuer is an external valuer as defined in the “Royal Institute of Chartered Surveyors’ RICS Valuation – Professional Standards, January 2014 (the “Red Book”)”.

With transactions of this nature, rating agencies may wish to speak or address questions to the valuer in relation to the report and particular aspects thereof.

The date of valuation is to be the date of your Report.

4. Addressees for The Report

The report will be addressed to:

- **Metropolitan Housing Trust** as Issuer;
- **Prudential Trustee Company Limited** as Bond and Security Trustee.

5. Professional Indemnity

Under the UK listing rules, any valuation report (either full or abbreviated) as included within the Bond Offering Circular may not contain any limitation of liability. Please note that this requirement is not negotiable in respect of a transaction of this nature.

6. Valuation Methodology

Please provide detail and commentary on the following:

- valuation methods;
- rental levels;
- likely effects on valuation of statutory changes – e.g. rent restructuring;
- voids and bad debt;
- management costs;
- maintenance costs;
- yields;
- discount rate;
- adjustments for inflation.

7. **Suitable Security for a Bond**

Please state the marketability of the portfolio and any other factors that considered likely to materially affect the status of the portfolio as security, and the suitability of the portfolio for a 30-35 year Bond.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Donald McNamee', written over a dotted line.

Metropolitan Housing Trust

Donald McNamee
HEAD OF CORPORATE FINANCE.

APPENDIX 2

JLL GENERAL TERMS AND CONDITIONS



Jones Lang LaSalle Ltd
30 Warwick Street London W1B 5NH
+44 (0)20 7493 4933

jll.co.uk

To: Prudential Trustee Company Limited
(As Bond and Security Trustee)
Laurence Pountney Hill
London EC4R 0HH

FAO: Tony Petrou

Your ref	TBA
Our ref	SM/TBA
Direct line	020 7087 5671
Mobile	07525 911977
Shuab.Mirza@eu.jll.com	

And: Metropolitan Housing Trust
(As Bond Issuer)
The Grange, 100 High Street
Southgate
London N14 6PW

FAO: Julia Robertson

22 May 2015

Dear Sirs

Prudential Trustee Company Limited (as Trustee)
Metropolitan Housing Trust (as Issuer and hereinafter the "Association" and "Client")
Bond Issuance, Circa 2,700 Units
Engagement Letter and Terms & Conditions

Thank you for instructing Jones Lang LaSalle Limited to carry out this valuation. This letter contains the terms upon which we will provide the services (the "Services") set out below and the fees that will be paid.

1 Scope of Services

- 1.1. The valuations will be prepared on the basis of our Terms & Conditions, a copy of which is enclosed herewith. This letter together with the Terms & Conditions will form the agreement between us in respect of this instruction.
- 1.2. The valuations will be carried out in accordance with the Royal Institution of Chartered Surveyors' RICS Valuation - Professional Standards, January 2014 (the "Red Book").
- 1.3. We confirm that we have carried out the necessary checks and do not have any conflicts of interest in providing the advice that you require.
- 1.4. Unless we hear from you to the contrary, we shall proceed with the instruction on the basis that these terms of engagement are acceptable to you. However, we consider it good practice for us to receive some form of written confirmation that our terms have been understood and accepted. I am therefore enclosing a copy of this letter for you please to sign at the end and return to me.



2 Purpose, Basis and Date of Valuation

2.1 I understand that you require valuations of a portfolio of properties as detailed above. The valuations are required for loan security purposes to underpin a prospective Bond Issuance. Our valuations and report will be prepared in accordance with your instructions as confirmed in this letter, and will be on the following bases:

- Existing Use Value for Social Housing (EUV-SH);
- Market Value, subject to the Existing Tenancies (MV-T); and
- Market Value subject to Vacant Possession (MV-VP).

2.2 The date of valuation will be the date of our draft report.

3 Provision of Information

3.1 The Association has provided us with an initial list of properties. We shall rely upon this information (and its subsequent amendments to the final list) as being complete and accurate.

4 Reporting

4.1 We will initially provide you with a draft report by late-June 2015, and subject to any issues or revisions arising from that draft then issue our final report immediately thereafter.

5 Fees and Expenses

5.1 Our fee for this work will be a fixed sum of £40,000 plus expenses (capped at £900) and VAT which we will invoice to the Association. VAT will be charged at the prevailing rate.

5.2 If for any reason following the preparation of our report changes have to be made to our valuations and/or report that involve additional work on our part (for example, removing or adding other properties because of legal issues, or at your discretion), or preparing additional reports, then we will charge a supplementary fee on the basis of time cost at our normal hourly rates, to cover any time spent on the additional work.

5.3 We request that payment be made within 28 days of receipt of our invoice. Our fees will be invoiced on submission of our draft report, or on the date of issue of our final report, whichever is the earlier date.



6 Professional Indemnity Insurance

- 6.1 We hold PII up to £100 million. We believe this to be the highest level of cover held by any valuer operating in the social housing market. Whilst we appreciate that, for instructions of this nature, we are unable to cap our liability to the Trustee, Bond Issuer or Bond Investors, this substantial level of PII gives the requisite comfort that, in the event of a claim (however remote that may seem) there is sufficient protection with a firm of our status and financial substance.

Please let us know if you have any queries regarding this letter and the Terms & Conditions. Unless we hear from you to the contrary within the next seven days, or prior to the commencement of work, if earlier, we shall assume that these are accepted.

Yours sincerely

Shuab Mirza
Director – Affordable Housing
Jones Lang LaSalle Limited

Signed as approved on behalf of:  Prudential Trustee Co. Ltd (the Association and Client) Trustee

Name and position: Tony Petrov, Head of Corporate Trusts

Date: 3/6/15



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Please let us know if you have any queries regarding this letter and the Terms & Conditions. Unless we hear from you to the contrary within the next seven days, or prior to the commencement of work, if earlier, we shall assume that these are accepted.

Yours sincerely

Shuab Mirza
Director – Affordable Housing
Jones Lang LaSalle Limited

Signed as approved on behalf of:  (the Association and Client)

Name and position:  - **AMT**

Date: 



APPENDIX – SOURCES AND VERIFICATION OF INFORMATION

Inspections

We will undertake inspections of a representative sample of the properties. This sample will be broadly representative of the stock in terms of both geography and types of property. The majority of our inspections will be external only. We will aim to inspect internally a sample of approximately 10% of the total number of properties being valued. However, we cannot be certain of gaining access into people's homes and this may limit the number of internal inspections that we are able to complete.

Site Areas

Site areas, where relevant, will be calculated from Ordnance Survey plans; reference to any plans or drawings provided; and by reference to observed boundaries made during our inspection of the site or sites. We emphasise that our valuation will be dependent on the accuracy of the information supplied and/or the assumptions made in this respect. Should these plans prove to be inaccurate or incomplete, the accuracy of the valuation may be affected.

Title

We will not carry out our own investigation of title. For the purposes of our valuation, we will, unless provided with any reliable information to the contrary, assume good title, free from onerous covenants and other encumbrances.

We will, however, consider any disclosures made in any certificates of title prepared by your solicitors and subsequently provided to us. We reserve the right to reflect any such disclosures in our valuation(s). Please note that, in some instances, disclosures affecting the title of one or more of the properties could materially affect our valuations.

Structural Condition

We will not carry out a structural survey of the properties, neither will any parts be opened up or examined and those areas which are covered or inaccessible including roofs will not be inspected. No advice can therefore be given with regard to the condition of the properties or whether they are free from rot, beetle or other defects.

We will be unable to determine whether wood wool slabs, blue asbestos, calcium chloride or other deleterious materials were used in the construction or have since been incorporated. Our advice regarding condition will be given on the assumption that these materials are not present. It follows that we will be unable to report that the properties are free from risk.

For the purpose of our valuation, we will assume that any such investigations would not disclose the presence of any such material to any significant extent.

Services

None of the mains services will be tested by us.

Site Survey

We will not undertake any survey in relation to the ground conditions.



Planning

We will not make any enquiries of the local planning authorities. We will rely on any information subsequently provided to us in the certificates of title prepared by your solicitors.

Contaminated Land

In forming our assessment, we will not carry out our own investigations into the presence or otherwise of contaminative substances, or substances which may give rise to contamination in any form whatsoever. We will be unable to guarantee or warrant that the sites are not, and have never been subject to contaminative uses or are not contaminated. Nor will we carry out our own investigations into whether or not any sites are contaminated by radon or tin mining. These are matters upon which the client, or anyone else relying upon this valuation, must satisfy themselves. However, our valuation will be prepared on the assumption that no contaminative substances are present on the sites or nearby so as to affect the same.

Disability Discrimination Act

We will undertake no assessment or investigations into the compliance of any building or structure with the Disability Discrimination Act. In arriving at our opinion of value, we will make no allowance for any works that may be required by this legislation.

Other Statutory Obligations

We will assume that the properties conform to all relevant Building and Fire Precautions Regulations and any other statutory legislation.



General Terms and Conditions of Business

1. AGREEMENT

- 1.1. These terms together with any Letter of Engagement and any Special Terms, set out the terms on which JLL will provide the Services to the Client. Each of the provisions provided in the Agreement are severable and distinct from the others.
- 1.2. The Letter of Engagement shall prevail to the extent of any conflict between the Terms, any Special Terms and the Letter of Engagement and the Special Terms shall prevail over these Terms. The Agreement supersedes any previous arrangement concerning its subject matter. Unless the Parties agree otherwise, these Terms shall apply to any future instructions from the Client although such instructions may be subject to additional Special Terms and a specific Letter of Engagement may be issued.

2. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

2.1. Definitions

"Affiliates" includes in relation to either Party each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party and any business entity from time to time controlling, controlled by, or under common control with, either Party;

"Agreement" any Letter of Engagement, any Special Terms and these Terms;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London;

"Claims" means all third party actions, claims, proceedings, loss, damages, costs and expenses (including claims by any insurer of the Client);

"Client" means the Party who enters into the Agreement with JLL;

"Force Majeure" means an event beyond the reasonable control of JLL including strikes, lock-outs or other industrial disputes (whether involving the workforce of JLL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;

"Insolvent" means in relation to:

- (a) a company (including any body corporate), that it:
 - (i) is unable to pay its debts as they fall due;
 - (ii) becomes or is deemed insolvent;
 - (iii) has a notice of intention to appoint an administrator filed at Court in respect of it, has an administrator appointed over, or has an administration order in relation to it, or has appointed a receiver or an administrative receiver over, or an encumbrancer takes possession of or sells the whole or part of its undertaking, assets, rights or revenue;
 - (iv) passes a resolution for its winding up or a court of competent jurisdiction makes an order for it to be wound up or dissolved or it is otherwise dissolved (other than a voluntary winding up solely for the purpose of a solvent amalgamation or reconstruction); or
 - (v) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection of its creditors;
- (b) a partnership, that it is dissolved by reason of the bankruptcy of one or more of its partners;
- (c) an individual, that he is bankrupt; and
- (d) a Party based outside England and Wales, that it is considered insolvent by the laws applicable to that Party;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"JLL" means Jones Lang LaSalle Limited of 30 Warwick Street London W1B 5NH registered in England and Wales with company number 01188567 and/or any Affiliate that provides the Services to the Client;

"Letter of Engagement" means the letter or email and any schedules/appendices sent to the Client by JLL which sets out details of the Services to be provided to the Client pursuant to the Agreement;

"Materials" means all materials, equipment, documents and other property of JLL;

"Party" means either the Client or JLL (as the context requires) and **"Parties"** shall mean both of them;

"RICS" means the Royal Institution of Chartered Surveyors;

"Services" means the Services set out in the Letter of Engagement or as otherwise agreed in writing between the Parties;

"Special Terms" means, save for the terms set out in the Letter of Engagement, any terms and conditions agreed in writing between the Parties to be additional to and/or take precedence over these Terms;

"Terms" means these terms and conditions.

- 2.2. References in the Agreement and these Terms to a "holding company" means a holding company as defined in section 1159 of the Companies Act 2006 or a parent undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006. References to a "subsidiary" means a subsidiary as defined in section 1159 of the Companies Act 2006 or a subsidiary undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006.
- 2.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.4. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement and shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.
- 2.5. A reference to writing or written unless otherwise specified herein includes e-mail.
- 2.6. Any words following the terms **including**, **include**, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.7. Headings are for convenience only and do not affect the interpretation of this Agreement.

3. SERVICES

- 3.1. JLL shall provide the Services using reasonable care and skill and shall carry out the Services in accordance with the client's reasonable instructions as long as they do not conflict with the Agreement or applicable law, regulation and professional rules.
- 3.2. JLL has no obligation to provide Services beyond the scope of what is agreed in writing between the Parties. In particular, JLL has no obligation to provide nor any liability for the following:
 - a) an opinion on the price of a property unless specifically instructed to carry out a formal valuation;
 - b) any advice on property condition unless specifically instructed to carry out a formal survey of condition;
 - c) the security or management of a property unless specifically instructed to arrange it;
 - d) the safety of any third party entering any premises; or
 - e) the management or payment of any third party suppliers.

3.3. Where the Parties have agreed that JLL shall carry out estate agency business, JLL shall:

- a) report in writing all offers it receives regarding the relevant property;
- b) comply with its obligations under the Estate Agents Act 1979 and regulations made under that Act together with any other similar laws and regulations.

3.4. JLL shall use reasonable endeavours to meet any performance dates specified by the Client but shall not have any obligation to do so unless specifically agreed in writing. JLL shall not be responsible for any failure to meet performance dates due to causes outside its reasonable control and time shall not be of the essence for performance of the Services.

3.5. JLL shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation, safety requirement, or which do not materially affect the nature or quality of the Services and JLL shall notify the Client in any such event.

3.6. JLL may use electronic communication and systems to provide the Services and shall make available to the Client any software required in order to access the Services by such means that is not publicly available. The Client agrees to comply with any licence terms applicable to such software as are notified to it and acknowledges that if it does not agree to do so, it may not be able to access the Services by electronic means.

3.7. Without prejudice to clause 9.2(b), if JLL becomes aware of a conflict of interest, it shall advise the Client and take reasonable steps to recommend a course of action.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

- a) notify JLL promptly if it considers that any details or requirements set out in the Letter of Engagement and any Special Terms are incomplete or inaccurate;
- b) co-operate with JLL in all matters relating to the Services;
- c) provide JLL, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by JLL;
- d) promptly provide JLL with such information and materials as it may reasonably require in order to supply the Services, and warrants that such information is complete and accurate; and
- e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.

4.2. In the event of any act or omission by the Client in breach of the Agreement or failure by the Client to perform any relevant obligation (**Client Default**):

- a) JLL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays JLL's performance of any of its obligations; and
- b) JLL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client Default.

4.3. The Client is responsible for effecting and maintaining adequate property and public liability insurance and such insurance will either include JLL as a joint insured or a waiver of the insurer's subrogation rights against JLL, its employees or derogates. The Client's attention is drawn to clause 12.12.

5. PAYMENTS

5.1. Whenever possible, the fees and expenses (if known) for the Services shall be as set out in the Letter of Engagement. Where fees and expenses for the Services are not specified in writing, JLL shall be entitled to:

- a) the fee specified by the RICS or if there is none specified, by any other applicable professional body chosen by JLL (acting reasonably) or, if none is specified, a fair and reasonable fee by reference to time spent undertaking the Services; and
 - b) reimbursement of any expenses properly incurred by JLL on the Client's behalf.
- 5.2. All amounts payable by the Client under the Agreement are exclusive of value added tax (VAT) or similar taxes which the Client shall pay at the applicable rate.
- 5.3. In consideration of the provision of the Services, the Association shall pay each invoice submitted by JLL in accordance with the Letter of Engagement within 28 days from the date of invoice.
- 5.4. If the Client fails to make any payment due to JLL under the Agreement by the due date for payment, then JLL reserves the right to charge late payment interest after the due date on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 5.5. If termination of the Agreement takes place prior to the Services being completed, JLL shall without limitation to its other rights and remedies under this Agreement or at law be entitled to receive from the Client a reasonable fee proportionate to the part of the Services performed to the date of termination.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All Intellectual Property Rights in or arising out of or in connection with the Services including the Intellectual Property Rights in Materials shall be owned by JLL unless otherwise expressly agreed in writing.
- 6.2. Subject to clause 3.6 each party, its employees, agents and subcontractors has a non-exclusive right to use any material provided by the other party for the purposes for which it is supplied or prepared. No third party has any right to use any such materials without the specific consent of the owner. The licence granted by JLL shall be perpetual but is subject to JLL having received all fees in full.

7. CONFIDENTIALITY

A Party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other Party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, or with the consent of the disclosing party. This clause 7 shall survive termination of the Agreement.

8. LIABILITY

- 8.1. Save in respect of JLL's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation (which is not excluded or limited in any way):
 - a) JLL shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue or loss of anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with the Agreement and/or the Services; and
 - b) JLL's total liability to the Client in respect of all losses arising out of or in connection with the Agreement and/or the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £5 million.

8.2. JLL shall have no liability for the consequences, including delay in or failure to provide the Services:

- a) due to any failure by the Client or any representative or agent of the Client to provide information or other material that JLL reasonably requires promptly, or where that information or material provided is inaccurate or incomplete;
- b) to the extent that the Client or someone on the Client's behalf for whom JLL is not responsible is responsible, and where JLL is one of the parties liable in conjunction with others, JLL's liability shall be limited to the share of loss reasonably attributable to JLL on the assumption that all other parties pay the share of loss attributable to them (whether or not they do); or
- c) due to any failure by the Client or any representative or agent of the Client to follow JLL's advice or recommendations.

8.3. JLL owes no duty of care and has no liability to anyone but the Client unless specifically agreed in writing by JLL.

8.4. The Client agrees to indemnify and keep indemnified JLL against all Claims:

- a) relating to matters which the Client is responsible for insuring under the Agreement;
- b) arising from a breach of the Agreement by the Client; or
- c) relating to the safety of any third party entering any premises,

other than any Claim that a court of competent jurisdiction decides or JLL acknowledges (whether or not it admits liability) was caused by the fraud, wilful default, breach of contract or negligence of JLL or of an employee, agent or subcontractor for whom JLL is responsible under the Agreement.

8.5. This clause 8 shall survive termination of the Agreement.

9. TERMINATION

9.1. Without limiting its other rights or remedies, either Party may terminate the Agreement by giving the other Party 28 day's written notice.

9.2. Without limiting its other rights or remedies, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;
- b) a conflict of interest arises which pursuant to any relevant professional code of conduct prevents JLL continuing to act for the Client; or
- c) the other Party becomes Insolvent.

9.3. Without limiting its other rights or remedies, JLL may suspend provision of the Services under the Agreement or any other contract between the Client and JLL if the Client becomes Insolvent, or JLL reasonably believes that the Client is about to become Insolvent, or if the Client fails to pay any amount due under the Agreement on the due date for payment.

9.4. On termination of the Agreement for any reason:

- a) the Client shall immediately pay to JLL all of JLL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted and associated expenses, JLL shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b) the Client shall return any Materials which have not been fully paid for. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement. Where all fees have been paid the Client shall be entitled to retain such Materials and they shall be licensed in accordance with clause 6.2;
- c) JLL may, to comply with legal, regulatory or professional requirements, keep one copy of all material it then has that was supplied by or on behalf of the Client in relation to the Services;

- d) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- e) clauses which expressly or by implication survive termination shall continue in full force and effect.

9.5. JLL may destroy any papers it has after six years from the earlier of completion of the Services or termination of the Agreement.

10. DATA PROTECTION

- 10.1. In order for JLL to provide the Services, JLL may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively "Data Subjects"). It may also verify the identity of Data Subjects including carrying out checks with third parties such as credit reference agencies.
- 10.2. JLL may use all information that it holds regarding Data Subjects for the purposes of providing the Services in accordance with the Agreement and may also use and share it with third parties for the other purposes as described in our Privacy Statement available at www.joneslanglasalle.co.uk.
- 10.3. If any Data Subject wishes to exercise its rights under applicable local law to access personal data held about it by JLL, it should contact the data protection compliance officer in writing stating what personal information it wishes to access.

11. FORCE MAJEURE

- 11.1. JLL shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event.
- 11.2. If the Force Majeure Event prevents JLL from providing any of the Services for more than four weeks, JLL shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

12. GENERAL

12.1. Assignment and Other Dealings.

- a) JLL may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent provided that:
 - (i) where JLL subcontracts or delegates its obligations at the specific request of the Client, JLL shall have no liability for the acts or omissions of the third party or agent; and
 - (ii) otherwise, JLL shall remain liable for the acts or omissions of the third party or agent, unless the Client agrees to rely only on the third party or agent, such agreement not to be unreasonably withheld.
- b) The Client shall not, without the prior written consent of JLL, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

12.2. Notices.

- a) Any notice or other communication, including the service of any proceedings or other documents in any legal action given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or commercial courier. Any notice or other communication sent to a Party located in a different country to the sending Party must be sent by commercial courier.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.a); if sent by pre-paid first class post at 9.00 am on the second Business Day after posting; or if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3. Severance.

- a) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- b) If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4. **Waiver.** A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5. **No Partnership or Agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

12.6. **Third parties.** A person who is not a Party to the Agreement shall not have any rights to enforce its terms unless specifically agreed in writing.

12.7. **Variation.** Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

12.8. **Protection of Employees.** Save in respect of fraud or criminal conduct no employee of JLL or any Affiliate has any personal liability to the Client nor to anyone representing the Client. Neither the Client nor anyone representing the Client may make a claim or bring proceedings against an employee or former employee personally.

12.9. **Complaints.** Before taking any other action against JLL the Client agrees to use JLL's complaints procedure, which is available on request.

12.10. **Publicity.** Neither Party may publicise or issue any specific information to the media about the Services or the Agreement's subject matter without the consent of the other.

12.11. **Criminal Activity.** The Client acknowledges that to comply with law and professional rules on suspected criminal activity JLL is required to check the identity of Clients. JLL is also required by law to report to the appropriate authorities any knowledge or suspicion that a Client's funds (or any funds provided for or on behalf of a client) derive from the proceeds of crime and may be unable to tell the Client that it has done this.

12.12. **Regulated Activity.** JLL is not permitted to carry out any activity regulated by the Financial Services and Markets Act 2000 including the insurance of property, except through an authorised person and in accordance with a separate agreement. Unless JLL specifically agrees otherwise in writing, no communication by JLL is intended to be, or should be construed as, an invitation or inducement to any person to engage in investment activity for the purposes of the Financial Services and Markets Act 2000, or as the approval of any communication of any such invitation or inducement.

12.13. **Anti-bribery.** Both parties shall comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12.14. **Governing Law.** The Agreement and any disputes arising from it (including non-contractual claims and disputes) are governed by English Law.

12.15. **Jurisdiction.** Each party irrevocably agrees, for the sole benefit of JLL that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of JLL to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

12.16. **Language.** These Terms are provided in English and JLL will communicate with the Client in English.

APPENDIX 3

PROPERTY SCHEDULES

Item ID	Item Name	Item Description	Item Category	Item Status	Item Location	Item Quantity	Item Unit Price	Item Total Price	Item Tax	Item Net Price	Item Gross Price	Item Discount	Item Final Price	Item Remark
1000001	Item 1	Item 1 Description	Category 1	Active	Location 1	100	10.00	1000.00	10.00	990.00	1000.00	0.00	1000.00	Item 1 Remark
1000002	Item 2	Item 2 Description	Category 2	Active	Location 2	200	20.00	4000.00	20.00	3980.00	4000.00	0.00	4000.00	Item 2 Remark
1000003	Item 3	Item 3 Description	Category 3	Active	Location 3	300	30.00	9000.00	30.00	8970.00	9000.00	0.00	9000.00	Item 3 Remark
1000004	Item 4	Item 4 Description	Category 4	Active	Location 4	400	40.00	16000.00	40.00	15960.00	16000.00	0.00	16000.00	Item 4 Remark
1000005	Item 5	Item 5 Description	Category 5	Active	Location 5	500	50.00	25000.00	50.00	24950.00	25000.00	0.00	25000.00	Item 5 Remark
1000006	Item 6	Item 6 Description	Category 6	Active	Location 6	600	60.00	36000.00	60.00	35940.00	36000.00	0.00	36000.00	Item 6 Remark
1000007	Item 7	Item 7 Description	Category 7	Active	Location 7	700	70.00	49000.00	70.00	48930.00	49000.00	0.00	49000.00	Item 7 Remark
1000008	Item 8	Item 8 Description	Category 8	Active	Location 8	800	80.00	64000.00	80.00	63920.00	64000.00	0.00	64000.00	Item 8 Remark
1000009	Item 9	Item 9 Description	Category 9	Active	Location 9	900	90.00	81000.00	90.00	80910.00	81000.00	0.00	81000.00	Item 9 Remark
1000010	Item 10	Item 10 Description	Category 10	Active	Location 10	1000	100.00	100000.00	100.00	99900.00	100000.00	0.00	100000.00	Item 10 Remark

Case No.	Case Name	Case Type	Case Status	Case Date	Case Location	Case Description	Case Outcome	Case Notes
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1000000093	Case 1000000093	Case Type 93	Case Status 93	Case Date 93	Case Location 93	Case Description 93	Case Outcome 93	Case Notes 93
1000000094	Case 1000000094	Case Type 94	Case Status 94	Case Date 94	Case Location 94	Case Description 94	Case Outcome 94	Case Notes 94
1000000095	Case 1000000095	Case Type 95	Case Status 95	Case Date 95	Case Location 95	Case Description 95	Case Outcome 95	Case Notes 95
1000000096	Case 1000000096	Case Type 96	Case Status 96	Case Date 96	Case Location 96	Case Description 96	Case Outcome 96	Case Notes 96
1000000097	Case 1000000097	Case Type 97	Case Status 97	Case Date 97	Case Location 97	Case Description 97	Case Outcome 97	Case Notes 97
1000000098	Case 1000000098	Case Type 98	Case Status 98	Case Date 98	Case Location 98	Case Description 98	Case Outcome 98	Case Notes 98
1000000099	Case 1000000099	Case Type 99	Case Status 99	Case Date 99	Case Location 99	Case Description 99	Case Outcome 99	Case Notes 99
1000000100	Case 1000000100	Case Type 100	Case Status 100	Case Date 100	Case Location 100	Case Description 100	Case Outcome 100	Case Notes 100

Table 1: Project Overview									
Project ID	Project Name	Location	Start Date	End Date	Status	Budget (M\$)	Actual Cost (M\$)	Variance (M\$)	Progress (%)
P001	Alpha Project	New York	2023-01-01	2023-06-30	Completed	10.0	9.8	0.2	100
P002	Beta Project	London	2023-02-15	2023-07-31	In Progress	15.0	14.5	0.5	85
P003	Gamma Project	Tokyo	2023-03-01	2023-08-31	On Hold	8.0	8.2	-0.2	20
P004	Delta Project	Sydney	2023-04-01	2023-09-30	Planning	12.0	12.0	0.0	10
P005	Epsilon Project	Mumbai	2023-05-01	2023-10-31	Not Started	7.0	7.0	0.0	0
P006	Zeta Project	Sao Paulo	2023-06-01	2023-11-30	On Hold	9.0	9.0	0.0	0
P007	Eta Project	Los Angeles	2023-07-01	2023-12-31	Planning	11.0	11.0	0.0	0
P008	Theta Project	Paris	2023-08-01	2024-01-31	Not Started	6.0	6.0	0.0	0
P009	Iota Project	Beijing	2023-09-01	2024-02-28	On Hold	13.0	13.0	0.0	0
P010	Kappa Project	Moscow	2023-10-01	2024-03-31	Planning	10.0	10.0	0.0	0
P011	Lambda Project	Stockholm	2023-11-01	2024-04-30	Not Started	5.0	5.0	0.0	0
P012	Mu Project	Amsterdam	2023-12-01	2024-05-31	On Hold	7.0	7.0	0.0	0
P013	Nu Project	Vienna	2024-01-01	2024-06-30	Planning	9.0	9.0	0.0	0
P014	Xi Project	Buenos Aires	2024-02-01	2024-07-31	Not Started	8.0	8.0	0.0	0
P015	Omicron Project	Manila	2024-03-01	2024-08-31	On Hold	6.0	6.0	0.0	0
P016	Pi Project	Seoul	2024-04-01	2024-09-30	Planning	11.0	11.0	0.0	0
P017	Rho Project	Osaka	2024-05-01	2024-10-31	Not Started	7.0	7.0	0.0	0
P018	Sigma Project	Prague	2024-06-01	2024-11-30	On Hold	5.0	5.0	0.0	0
P019	Tau Project	Warsaw	2024-07-01	2025-01-31	Planning	9.0	9.0	0.0	0
P020	Upsilon Project	Wellington	2024-08-01	2025-02-28	Not Started	6.0	6.0	0.0	0
P021	Phi Project	Yokohama	2024-09-01	2025-03-31	On Hold	8.0	8.0	0.0	0
P022	Chi Project	Zurich	2024-10-01	2025-04-30	Planning	7.0	7.0	0.0	0
P023	Psi Project	Antwerp	2024-11-01	2025-05-31	Not Started	5.0	5.0	0.0	0
P024	Omega Project	Athens	2024-12-01	2025-06-30	On Hold	6.0	6.0	0.0	0
P025	Alpha Project	Bombay	2025-01-01	2025-07-31	Planning	10.0	10.0	0.0	0
P026	Beta Project	Calcutta	2025-02-01	2025-08-31	Not Started	8.0	8.0	0.0	0
P027	Gamma Project	Chennai	2025-03-01	2025-09-30	On Hold	7.0	7.0	0.0	0
P028	Delta Project	Cochin	2025-04-01	2025-10-31	Planning	9.0	9.0	0.0	0
P029	Epsilon Project	Delhi	2025-05-01	2025-11-30	Not Started	6.0	6.0	0.0	0
P030	Zeta Project	Hyderabad	2025-06-01	2025-12-31	On Hold	8.0	8.0	0.0	0
P031	Eta Project	Kolkata	2025-07-01	2026-01-31	Planning	7.0	7.0	0.0	0
P032	Theta Project	Madras	2025-08-01	2026-02-28	Not Started	5.0	5.0	0.0	0
P033	Iota Project	Mumbai	2025-09-01	2026-03-31	On Hold	9.0	9.0	0.0	0
P034	Kappa Project	Patna	2025-10-01	2026-04-30	Planning	6.0	6.0	0.0	0
P035	Lambda Project	Ranchi	2025-11-01	2026-05-31	Not Started	8.0	8.0	0.0	0
P036	Mu Project	Shimla	2025-12-01	2026-06-30	On Hold	7.0	7.0	0.0	0
P037	Nu Project	Srinagar	2026-01-01	2026-07-31	Planning	5.0	5.0	0.0	0
P038	Xi Project	Thiruvananthapuram	2026-02-01	2026-08-31	Not Started	6.0	6.0	0.0	0
P039	Omicron Project	Udaipur	2026-03-01	2026-09-30	On Hold	8.0	8.0	0.0	0
P040	Pi Project	Vadodra	2026-04-01	2026-10-31	Planning	7.0	7.0	0.0	0
P041	Rho Project	Vijayawada	2026-05-01	2026-11-30	Not Started	5.0	5.0	0.0	0
P042	Sigma Project	Visakhapatnam	2026-06-01	2026-12-31	On Hold	9.0	9.0	0.0	0
P043	Tau Project	Warangal	2026-07-01	2027-01-31	Planning	6.0	6.0	0.0	0
P044	Upsilon Project	Yamuna	2026-08-01	2027-02-28	Not Started	8.0	8.0	0.0	0
P045	Phi Project	Yashwantrao Chavan Pratishthan	2026-09-01	2027-03-31	On Hold	7.0	7.0	0.0	0
P046	Chi Project	Yashwantrao Chavan Pratishthan	2026-10-01	2027-04-30	Planning	5.0	5.0	0.0	0
P047	Psi Project	Yashwantrao Chavan Pratishthan	2026-11-01	2027-05-31	Not Started	6.0	6.0	0.0	0
P048	Omega Project	Yashwantrao Chavan Pratishthan	2026-12-01	2027-06-30	On Hold	8.0	8.0	0.0	0
P049	Alpha Project	Yashwantrao Chavan Pratishthan	2027-01-01	2027-07-31	Planning	7.0	7.0	0.0	0
P050	Beta Project	Yashwantrao Chavan Pratishthan	2027-02-01	2027-08-31	Not Started	5.0	5.0	0.0	0
P051	Gamma Project	Yashwantrao Chavan Pratishthan	2027-03-01	2027-09-30	On Hold	9.0	9.0	0.0	0
P052	Delta Project	Yashwantrao Chavan Pratishthan	2027-04-01	2027-10-31	Planning	6.0	6.0	0.0	0
P053	Epsilon Project	Yashwantrao Chavan Pratishthan	2027-05-01	2027-11-30	Not Started	8.0	8.0	0.0	0
P054	Zeta Project	Yashwantrao Chavan Pratishthan	2027-06-01	2027-12-31	On Hold	7.0	7.0	0.0	0
P055	Eta Project	Yashwantrao Chavan Pratishthan	2027-07-01	2028-01-31	Planning	5.0	5.0	0.0	0
P056	Theta Project	Yashwantrao Chavan Pratishthan	2027-08-01	2028-02-28	Not Started	6.0	6.0	0.0	0
P057	Iota Project	Yashwantrao Chavan Pratishthan	2027-09-01	2028-03-31	On Hold	8.0	8.0	0.0	0
P058	Kappa Project	Yashwantrao Chavan Pratishthan	2027-10-01	2028-04-30	Planning	7.0	7.0	0.0	0
P059	Lambda Project	Yashwantrao Chavan Pratishthan	2027-11-01	2028-05-31	Not Started	5.0	5.0	0.0	0
P060	Mu Project	Yashwantrao Chavan Pratishthan	2027-12-01	2028-06-30	On Hold	9.0	9.0	0.0	0
P061	Nu Project	Yashwantrao Chavan Pratishthan	2028-01-01	2028-07-31	Planning	6.0	6.0	0.0	0
P062	Xi Project	Yashwantrao Chavan Pratishthan	2028-02-01	2028-08-31	Not Started	8.0	8.0	0.0	0
P063	Omicron Project	Yashwantrao Chavan Pratishthan	2028-03-01	2028-09-30	On Hold	7.0	7.0	0.0	0
P064	Pi Project	Yashwantrao Chavan Pratishthan	2028-04-01	2028-10-31	Planning	5.0	5.0	0.0	0
P065	Rho Project	Yashwantrao Chavan Pratishthan	2028-05-01	2028-11-30	Not Started	6.0	6.0	0.0	0
P066	Sigma Project	Yashwantrao Chavan Pratishthan	2028-06-01	2028-12-31	On Hold	8.0	8.0	0.0	0
P067	Tau Project	Yashwantrao Chavan Pratishthan	2028-07-01	2029-01-31	Planning	7.0	7.0	0.0	0
P068	Upsilon Project	Yashwantrao Chavan Pratishthan	2028-08-01	2029-02-28	Not Started	5.0	5.0	0.0	0
P069	Phi Project	Yashwantrao Chavan Pratishthan	2028-09-01	2029-03-31	On Hold	9.0	9.0	0.0	0
P070	Chi Project	Yashwantrao Chavan Pratishthan	2028-10-01	2029-04-30	Planning	6.0	6.0	0.0	0
P071	Psi Project	Yashwantrao Chavan Pratishthan	2028-11-01	2029-05-31	Not Started	8.0	8.0	0.0	0
P072	Omega Project	Yashwantrao Chavan Pratishthan	2028-12-01	2029-06-30	On Hold	7.0	7.0	0.0	0
P073	Alpha Project	Yashwantrao Chavan Pratishthan	2029-01-01	2029-07-31	Planning	5.0	5.0	0.0	0
P074	Beta Project	Yashwantrao Chavan Pratishthan	2029-02-01	2029-08-31	Not Started	6.0	6.0	0.0	0
P075	Gamma Project	Yashwantrao Chavan Pratishthan	2029-03-01	2029-09-30	On Hold	8.0	8.0	0.0	0
P076	Delta Project	Yashwantrao Chavan Pratishthan	2029-04-01	2029-10-31	Planning	7.0	7.0	0.0	0
P077	Epsilon Project	Yashwantrao Chavan Pratishthan	2029-05-01	2029-11-30	Not Started	5.0	5.0	0.0	0
P078	Zeta Project	Yashwantrao Chavan Pratishthan	2029-06-01	2029-12-31	On Hold	9.0	9.0	0.0	0
P079	Eta Project	Yashwantrao Chavan Pratishthan	2029-07-01	2030-01-31	Planning	6.0	6.0	0.0	0
P080	Theta Project	Yashwantrao Chavan Pratishthan	2029-08-01	2030-02-28	Not Started	8.0	8.0	0.0	0
P081	Iota Project	Yashwantrao Chavan Pratishthan	2029-09-01	2030-03-31	On Hold	7.0	7.0	0.0	0
P082	Kappa Project	Yashwantrao Chavan Pratishthan	2029-10-01	2030-04-30	Planning	5.0	5.0	0.0	0
P083	Lambda Project	Yashwantrao Chavan Pratishthan	2029-11-01	2030-05-31	Not Started	6.0	6.0	0.0	0
P084	Mu Project	Yashwantrao Chavan Pratishthan	2029-12-01	2030-06-30	On Hold	8.0	8.0	0.0	0
P085	Nu Project	Yashwantrao Chavan Pratishthan	2030-01-01	2030-07-31	Planning	7.0	7.0	0.0	0
P086	Xi Project	Yashwantrao Chavan Pratishthan	2030-02-01	2030-08-31	Not Started	5.0	5.0	0.0	0
P087	Omicron Project	Yashwantrao Chavan Pratishthan	2030-03-01	2030-09-30	On Hold	9.0	9.0	0.0	0
P088	Pi Project	Yashwantrao Chavan Pratishthan	2030-04-01	2030-10-31	Planning	6.0	6.0	0.0	0
P089	Rho Project	Yashwantrao Chavan Pratishthan	2030-05-01	2030-11-30	Not Started	8.0	8.0	0.0	0
P090	Sigma Project	Yashwantrao Chavan Pratishthan	2030-06-01	2030-12-31	On Hold	7.0	7.0	0.0	0
P091	Tau Project	Yashwantrao Chavan Pratishthan	2030-07-01	2031-01-31	Planning	5.0	5.0	0.0	0
P092	Upsilon Project	Yashwantrao Chavan Pratishthan	2030-08-01	2031-02-28	Not Started	6.0	6.0	0.0	0
P093	Phi Project	Yashwantrao Chavan Pratishthan	2030-09-01	2031-03-31	On Hold	8.0	8.0	0.0	0
P094	Chi Project	Yashwantrao Chavan Pratishthan	2030-10-01	2031-04-30	Planning	7.0	7.0	0.0	0
P095	Psi Project	Yashwantrao Chavan Pratishthan	2030-11-01	2031-05-31	Not Started	5.0	5.0	0.0	0
P096	Omega Project	Yashwantrao Chavan Pratishthan	2030-12-01	2031-06-30	On Hold	9.0	9.0	0.0	0
P097	Alpha Project	Yashwantrao Chavan Pratishthan	2031-01-01	2031-07-31	Planning	6.0	6.0	0.0	0
P098	Beta Project	Yashwantrao Chavan Pratishthan	2031-02-01	2031-08-31	Not Started	8.0	8.0	0.0	0
P099	Gamma Project	Yashwantrao Chavan Pratishthan	2031-03-01	2031-09-30	On Hold	7.0	7.0	0.0	0
P100	Delta Project	Yashwantrao Chavan Pratishthan	2031-04-01	2031-10-31	Planning	5.0	5.0	0.0	0
P101	Epsilon Project	Yashwantrao Chavan Pratishthan	2031-05-01	2031-11-30	Not Started	6.0	6.0	0.0	0
P102	Zeta Project	Yashwantrao Chavan Pratishthan	2031-06-01	2031-12-31	On Hold	8.0	8.0	0.0	0
P103	Eta Project	Yashwantrao Chavan Pratishthan	2031-07-01	2032-01-31	Planning	7.0	7.0	0.0	0
P104	Theta Project	Yashwantrao Chavan Pratishthan	2031-08-01	2032-02-28	Not Started	5.0	5.0	0.0	0
P105	Iota Project	Yashwantrao Chavan Pratishthan	2031-09-01	2032-03-31	On Hold	9.0	9.0	0.0	0
P106	Kappa Project	Yashwantrao Chavan Pratishthan	2031-10-01	2032-04-30	Planning	6.0	6.0	0.0	0
P107	Lambda Project	Yashwantrao Chavan Pratishthan	2031-11-01	2032-05-31	Not Started	8.0	8.0	0.0	0
P108	Mu Project	Yashwantrao Chavan Pratishthan	2031-12-01	2032-06-30	On Hold	7.0	7.0	0.0	0
P109	Nu Project	Yashwantrao Chavan Pratishthan	2032-01-01	2032-07-31	Planning	5.0	5.0	0.0	0
P110	Xi Project	Yashwantrao Chavan Pratishthan	2032-02-01	2032-08-31	Not Started	6.0	6.0	0.0	0
P111	Omicron Project	Yashwantrao Chavan Pratishthan	2032-03-01	2032-09-30	On Hold	8.0	8.0	0.0	0
P112	Pi Project	Yashwantrao Chavan Pratishthan	2032-04-01	2032-10-31	Planning	7.0	7.0	0.0	0
P113	Rho Project	Yashwantrao Chavan Pratishthan	2032-05-01	2032-11-30	Not Started	5.0	5.0	0.0	0
P114	Sigma Project	Yashwantrao Chavan Pratishthan	2032-06-01	2032-12-31	On Hold	9.0	9.0	0.0	0
P115	Tau Project	Yashwantrao Chavan Pratishthan	2032-07-01	2033-01-31	Planning	6.0	6.0	0.0	0
P116	Upsilon Project	Yashwantrao Chavan Pratishthan	2032-08-01	2033-02-28	Not Started	8.0	8.0	0.0	0
P117	Phi Project	Yashwantrao Chavan Pratishthan	2032-09-01	2033-03-31	On Hold	7.0	7.0	0.0	0
P118	Chi Project	Yashwantrao Chavan Pratishthan	2032-10-01	2033-04-30	Planning	5.0	5.0	0.0	0
P119	Psi Project	Yashwantrao Chavan Pratishthan	2032-11-01	2033-05-31	Not Started	6.0	6.0	0.0	0
P120	Omega Project	Yashwantrao Chavan Pratishthan	2032-12-01	2033-06-30	On Hold	8.0	8.0	0.0	0
P121	Alpha Project	Yashwantrao Chavan Pratishthan	2033-01-01	2033-07-31	Planning	7.0	7.0	0.0	0
P122	Beta Project	Yashwantrao Chavan Pratishthan	2033-02-01	2033-08-31	Not Started	5.0	5.0	0.0	0
P123	Gamma Project	Yashwantrao Chavan Pratishthan	2033-03-01	2033-09-30	On Hold	9.0	9.0	0.0	0
P124	Delta Project	Yashwantrao Chavan Pratishthan	2033-04-01	2033-10-31	Planning	6.0	6.0	0.0	0
P125									

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Ref	Station	Time	Category	Count	Ad-ID	Ad-ID 2	Ad-ID 3	Ad-ID 4	Ad-ID 5	Ad-ID 6	Ad-ID 7	Ad-ID 8	Ad-ID 9	Ad-ID 10	Ad-ID 11	Ad-ID 12	Ad-ID 13	Ad-ID 14	Ad-ID 15	Ad-ID 16	Ad-ID 17	Ad-ID 18	Ad-ID 19	Ad-ID 20	Ad-ID 21	Ad-ID 22	Ad-ID 23	Ad-ID 24	Ad-ID 25	Ad-ID 26	Ad-ID 27	Ad-ID 28	Ad-ID 29	Ad-ID 30	Ad-ID 31	Ad-ID 32	Ad-ID 33	Ad-ID 34	Ad-ID 35	Ad-ID 36	Ad-ID 37	Ad-ID 38	Ad-ID 39	Ad-ID 40	Ad-ID 41	Ad-ID 42	Ad-ID 43	Ad-ID 44	Ad-ID 45	Ad-ID 46	Ad-ID 47	Ad-ID 48	Ad-ID 49	Ad-ID 50	Ad-ID 51	Ad-ID 52	Ad-ID 53	Ad-ID 54	Ad-ID 55	Ad-ID 56	Ad-ID 57	Ad-ID 58	Ad-ID 59	Ad-ID 60	Ad-ID 61	Ad-ID 62	Ad-ID 63	Ad-ID 64	Ad-ID 65	Ad-ID 66	Ad-ID 67	Ad-ID 68	Ad-ID 69	Ad-ID 70	Ad-ID 71	Ad-ID 72	Ad-ID 73	Ad-ID 74	Ad-ID 75	Ad-ID 76	Ad-ID 77	Ad-ID 78	Ad-ID 79	Ad-ID 80	Ad-ID 81	Ad-ID 82	Ad-ID 83	Ad-ID 84	Ad-ID 85	Ad-ID 86	Ad-ID 87	Ad-ID 88	Ad-ID 89	Ad-ID 90	Ad-ID 91	Ad-ID 92	Ad-ID 93	Ad-ID 94	Ad-ID 95	Ad-ID 96	Ad-ID 97	Ad-ID 98	Ad-ID 99	Ad-ID 100	Ad-ID 101	Ad-ID 102	Ad-ID 103	Ad-ID 104	Ad-ID 105	Ad-ID 106	Ad-ID 107	Ad-ID 108	Ad-ID 109	Ad-ID 110	Ad-ID 111	Ad-ID 112	Ad-ID 113	Ad-ID 114	Ad-ID 115	Ad-ID 116	Ad-ID 117	Ad-ID 118	Ad-ID 119	Ad-ID 120	Ad-ID 121	Ad-ID 122	Ad-ID 123	Ad-ID 124	Ad-ID 125	Ad-ID 126	Ad-ID 127	Ad-ID 128	Ad-ID 129	Ad-ID 130	Ad-ID 131	Ad-ID 132	Ad-ID 133	Ad-ID 134	Ad-ID 135	Ad-ID 136	Ad-ID 137	Ad-ID 138	Ad-ID 139	Ad-ID 140	Ad-ID 141	Ad-ID 142	Ad-ID 143	Ad-ID 144	Ad-ID 145	Ad-ID 146	Ad-ID 147	Ad-ID 148	Ad-ID 149	Ad-ID 150	Ad-ID 151	Ad-ID 152	Ad-ID 153	Ad-ID 154	Ad-ID 155	Ad-ID 156	Ad-ID 157	Ad-ID 158	Ad-ID 159	Ad-ID 160	Ad-ID 161	Ad-ID 162	Ad-ID 163	Ad-ID 164	Ad-ID 165	Ad-ID 166	Ad-ID 167	Ad-ID 168	Ad-ID 169	Ad-ID 170	Ad-ID 171	Ad-ID 172	Ad-ID 173	Ad-ID 174	Ad-ID 175	Ad-ID 176	Ad-ID 177	Ad-ID 178	Ad-ID 179	Ad-ID 180	Ad-ID 181	Ad-ID 182	Ad-ID 183	Ad-ID 184	Ad-ID 185	Ad-ID 186	Ad-ID 187	Ad-ID 188	Ad-ID 189	Ad-ID 190	Ad-ID 191	Ad-ID 192	Ad-ID 193	Ad-ID 194	Ad-ID 195	Ad-ID 196	Ad-ID 197	Ad-ID 198	Ad-ID 199	Ad-ID 200	Ad-ID 201	Ad-ID 202	Ad-ID 203	Ad-ID 204	Ad-ID 205	Ad-ID 206	Ad-ID 207	Ad-ID 208	Ad-ID 209	Ad-ID 210	Ad-ID 211	Ad-ID 212	Ad-ID 213	Ad-ID 214	Ad-ID 215	Ad-ID 216	Ad-ID 217	Ad-ID 218	Ad-ID 219	Ad-ID 220	Ad-ID 221	Ad-ID 222	Ad-ID 223	Ad-ID 224	Ad-ID 225	Ad-ID 226	Ad-ID 227	Ad-ID 228	Ad-ID 229	Ad-ID 230	Ad-ID 231	Ad-ID 232	Ad-ID 233	Ad-ID 234	Ad-ID 235	Ad-ID 236	Ad-ID 237	Ad-ID 238	Ad-ID 239	Ad-ID 240	Ad-ID 241	Ad-ID 242	Ad-ID 243	Ad-ID 244	Ad-ID 245	Ad-ID 246	Ad-ID 247	Ad-ID 248	Ad-ID 249	Ad-ID 250	Ad-ID 251	Ad-ID 252	Ad-ID 253	Ad-ID 254	Ad-ID 255	Ad-ID 256	Ad-ID 257	Ad-ID 258	Ad-ID 259	Ad-ID 260	Ad-ID 261	Ad-ID 262	Ad-ID 263	Ad-ID 264	Ad-ID 265	Ad-ID 266	Ad-ID 267	Ad-ID 268	Ad-ID 269	Ad-ID 270	Ad-ID 271	Ad-ID 272	Ad-ID 273	Ad-ID 274	Ad-ID 275	Ad-ID 276	Ad-ID 277	Ad-ID 278	Ad-ID 279	Ad-ID 280	Ad-ID 281	Ad-ID 282	Ad-ID 283	Ad-ID 284	Ad-ID 285	Ad-ID 286	Ad-ID 287	Ad-ID 288	Ad-ID 289	Ad-ID 290	Ad-ID 291	Ad-ID 292	Ad-ID 293	Ad-ID 294	Ad-ID 295	Ad-ID 296	Ad-ID 297	Ad-ID 298	Ad-ID 299	Ad-ID 300	Ad-ID 301	Ad-ID 302	Ad-ID 303	Ad-ID 304	Ad-ID 305	Ad-ID 306	Ad-ID 307	Ad-ID 308	Ad-ID 309	Ad-ID 310	Ad-ID 311	Ad-ID 312	Ad-ID 313	Ad-ID 314	Ad-ID 315	Ad-ID 316	Ad-ID 317	Ad-ID 318	Ad-ID 319	Ad-ID 320	Ad-ID 321	Ad-ID 322	Ad-ID 323	Ad-ID 324	Ad-ID 325	Ad-ID 326	Ad-ID 327	Ad-ID 328	Ad-ID 329	Ad-ID 330	Ad-ID 331	Ad-ID 332	Ad-ID 333	Ad-ID 334	Ad-ID 335	Ad-ID 336	Ad-ID 337	Ad-ID 338	Ad-ID 339	Ad-ID 340	Ad-ID 341	Ad-ID 342	Ad-ID 343	Ad-ID 344	Ad-ID 345	Ad-ID 346	Ad-ID 347	Ad-ID 348	Ad-ID 349	Ad-ID 350	Ad-ID 351	Ad-ID 352	Ad-ID 353	Ad-ID 354	Ad-ID 355	Ad-ID 356	Ad-ID 357	Ad-ID 358	Ad-ID 359	Ad-ID 360	Ad-ID 361	Ad-ID 362	Ad-ID 363	Ad-ID 364	Ad-ID 365	Ad-ID 366	Ad-ID 367	Ad-ID 368	Ad-ID 369	Ad-ID 370	Ad-ID 371	Ad-ID 372	Ad-ID 373	Ad-ID 374	Ad-ID 375	Ad-ID 376	Ad-ID 377	Ad-ID 378	Ad-ID 379	Ad-ID 380	Ad-ID 381	Ad-ID 382	Ad-ID 383	Ad-ID 384	Ad-ID 385	Ad-ID 386	Ad-ID 387	Ad-ID 388	Ad-ID 389	Ad-ID 390	Ad-ID 391	Ad-ID 392	Ad-ID 393	Ad-ID 394	Ad-ID 395	Ad-ID 396	Ad-ID 397	Ad-ID 398	Ad-ID 399	Ad-ID 400	Ad-ID 401	Ad-ID 402	Ad-ID 403	Ad-ID 404	Ad-ID 405	Ad-ID 406	Ad-ID 407	Ad-ID 408	Ad-ID 409	Ad-ID 410	Ad-ID 411	Ad-ID 412	Ad-ID 413	Ad-ID 414	Ad-ID 415	Ad-ID 416	Ad-ID 417	Ad-ID 418	Ad-ID 419	Ad-ID 420	Ad-ID 421	Ad-ID 422	Ad-ID 423	Ad-ID 424	Ad-ID 425	Ad-ID 426	Ad-ID 427	Ad-ID 428	Ad-ID 429	Ad-ID 430	Ad-ID 431	Ad-ID 432	Ad-ID 433	Ad-ID 434	Ad-ID 435	Ad-ID 436	Ad-ID 437	Ad-ID 438	Ad-ID 439	Ad-ID 440	Ad-ID 441	Ad-ID 442	Ad-ID 443	Ad-ID 444	Ad-ID 445	Ad-ID 446	Ad-ID 447	Ad-ID 448	Ad-ID 449	Ad-ID 450	Ad-ID 451	Ad-ID 452	Ad-ID 453	Ad-ID 454	Ad-ID 455	Ad-ID 456	Ad-ID 457	Ad-ID 458	Ad-ID 459	Ad-ID 460	Ad-ID 461	Ad-ID 462	Ad-ID 463	Ad-ID 464	Ad-ID 465	Ad-ID 466	Ad-ID 467	Ad-ID 468	Ad-ID 469	Ad-ID 470	Ad-ID 471	Ad-ID 472	Ad-ID 473	Ad-ID 474	Ad-ID 475	Ad-ID 476	Ad-ID 477	Ad-ID 478	Ad-ID 479	Ad-ID 480	Ad-ID 481	Ad-ID 482	Ad-ID 483	Ad-ID 484	Ad-ID 485	Ad-ID 486	Ad-ID 487	Ad-ID 488	Ad-ID 489	Ad-ID 490	Ad-ID 491	Ad-ID 492	Ad-ID 493	Ad-ID 494	Ad-ID 495	Ad-ID 496	Ad-ID 497	Ad-ID 498	Ad-ID 499	Ad-ID 500	Ad-ID 501	Ad-ID 502	Ad-ID 503	Ad-ID 504	Ad-ID 505	Ad-ID 506	Ad-ID 507	Ad-ID 508	Ad-ID 509	Ad-ID 510	Ad-ID 511	Ad-ID 512	Ad-ID 513	Ad-ID 514	Ad-ID 515	Ad-ID 516	Ad-ID 517	Ad-ID 518	Ad-ID 519	Ad-ID 520	Ad-ID 521	Ad-ID 522	Ad-ID 523	Ad-ID 524	Ad-ID 525	Ad-ID 526	Ad-ID 527	Ad-ID 528	Ad-ID 529	Ad-ID 530	Ad-ID 531	Ad-ID 532	Ad-ID 533	Ad-ID 534	Ad-ID 535	Ad-ID 536	Ad-ID 537	Ad-ID 538	Ad-ID 539	Ad-ID 540	Ad-ID 541	Ad-ID 542	Ad-ID 543	Ad-ID 544	Ad-ID 545	Ad-ID 546	Ad-ID 547	Ad-ID 548	Ad-ID 549	Ad-ID 550	Ad-ID 551	Ad-ID 552	Ad-ID 553	Ad-ID 554	Ad-ID 555	Ad-ID 556	Ad-ID 557	Ad-ID 558	Ad-ID 559	Ad-ID 560	Ad-ID 561	Ad-ID 562	Ad-ID 563	Ad-ID 564	Ad-ID 565	Ad-ID 566	Ad-ID 567	Ad-ID 568	Ad-ID 569	Ad-ID 570	Ad-ID 571	Ad-ID 572	Ad-ID 573	Ad-ID 574	Ad-ID 575	Ad-ID 576	Ad-ID 577	Ad-ID 578	Ad-ID 579	Ad-ID 580	Ad-ID 581	Ad-ID 582	Ad-ID 583	Ad-ID 584	Ad-ID 585	Ad-ID 586	Ad-ID 587	Ad-ID 588	Ad-ID 589	Ad-ID 590	Ad-ID 591	Ad-ID 592	Ad-ID 593	Ad-ID 594	Ad-ID 595	Ad-ID 596	Ad-ID 597	Ad-ID 598	Ad-ID 599	Ad-ID 600	Ad-ID 601	Ad-ID 602	Ad-ID 603	Ad-ID 604	Ad-ID 605	Ad-ID 606	Ad-ID 607	Ad-ID 608	Ad-ID 609	Ad-ID 610	Ad-ID 611	Ad-ID 612	Ad-ID 613	Ad-ID 614	Ad-ID 615	Ad-ID 616	Ad-ID 617	Ad-ID 618	Ad-ID 619	Ad-ID 620	Ad-ID 621	Ad-ID 622	Ad-ID 623	Ad-ID 624	Ad-ID 625	Ad-ID 626	Ad-ID 627	Ad-ID 628	Ad-ID 629	Ad-ID 630	Ad-ID 631	Ad-ID 632	Ad-ID 633	Ad-ID 634	Ad-ID 635	Ad-ID 636	Ad-ID 637	Ad-ID 638	Ad-ID 639	Ad-ID 640	Ad-ID 641	Ad-ID 642	Ad-ID 643	Ad-ID 644	Ad-ID 645	Ad-ID 646	Ad-ID 647	Ad-ID 648	Ad-ID 649	Ad-ID 650	Ad-ID 651	Ad-ID 652	Ad-ID 653	Ad-ID 654	Ad-ID 655	Ad-ID 656	Ad-ID 657	Ad-ID 658	Ad-ID 659	Ad-ID 660	Ad-ID 661	Ad-ID 662	Ad-ID 663	Ad-ID 664	Ad-ID 665	Ad-ID 666	Ad-ID 667	Ad-ID 668	Ad-ID 669	Ad-ID 670	Ad-ID 671	Ad-ID 672	Ad-ID 673	Ad-ID 674	Ad-ID 675	Ad-ID 676	Ad-ID 677	Ad-ID 678	Ad-ID 679	Ad-ID 680	Ad-ID 681	Ad-ID 682	Ad-ID 683	Ad-ID 684	Ad-ID 685	Ad-ID 686	Ad-ID 687	Ad-ID 688	Ad-ID 689	Ad-ID 690	Ad-ID 691	Ad-ID 692	Ad-ID 693	Ad-ID 694	Ad-ID 695	Ad-ID 696	Ad-ID 697	Ad-ID 698	Ad-ID 699	Ad-ID 700	Ad-ID 701	Ad-ID 702	Ad-ID 703	Ad-ID 704	Ad-ID 705	Ad-ID 706	Ad-ID 707	Ad-ID 708	Ad-ID 709	Ad-ID 710	Ad-ID 711	Ad-ID 712	Ad-ID 713	Ad-ID 714	Ad-ID 715	Ad-ID 716	Ad-ID 717	Ad-ID 718	Ad-ID 719	Ad-ID 720	Ad-ID 721	Ad-ID 722	Ad-ID 723	Ad-ID 724	Ad-ID 725	Ad-ID 726	Ad-ID 727	Ad-ID 728	Ad-ID 729	Ad-ID 730	Ad-ID 731	Ad-ID 732	Ad-ID 733	Ad-ID 734	Ad-ID 735	Ad-ID 736	Ad-ID 737	Ad-ID 738	Ad-ID 739	Ad-ID 740	Ad-ID 741	Ad-ID 742	Ad-ID 743	Ad-ID 744	Ad-ID 745	Ad-ID 746	Ad-ID 747	Ad-ID 748	Ad-ID 749	Ad-ID 750	Ad-ID 751	Ad-ID 752	Ad-ID 753	Ad-ID 754	Ad-ID 755	Ad-ID 756	Ad-ID 757	Ad-ID 758	Ad-ID 759	Ad-ID 760	Ad-ID 761	Ad-ID 762	Ad-ID 763	Ad-ID 764	Ad-ID 765	Ad-ID 766	Ad-ID 767	Ad-ID 768	Ad-ID 769	Ad-ID 770	Ad-ID 771	Ad-ID 772	Ad-ID 773	Ad-ID 774	Ad-ID 775	Ad-ID 776	Ad-ID 777	Ad-ID 778	Ad-ID 779	Ad-ID 780	Ad-ID 781	Ad-ID 782	Ad-ID 783	Ad-ID 784	Ad-ID 785	Ad-ID 786	Ad-ID 787	Ad-ID 788	Ad-ID 789	Ad-ID 790	Ad-ID 791	Ad-ID 792	Ad-ID 793	Ad-ID 794	Ad-ID 795	Ad-ID 796	Ad-ID 797	Ad-ID 798	Ad-ID 799	Ad-ID 800	Ad-ID 801	Ad-ID 802	Ad-ID 803	Ad-ID 804	Ad-ID 805	Ad-ID 806	Ad-ID 807	Ad-ID 808	Ad-ID 809	Ad-ID 810	Ad-ID 811	Ad-ID 812	Ad-ID 813	Ad-ID 814	Ad-ID 815	Ad-ID 816	Ad-ID 817	Ad-ID 818	Ad-ID 819	Ad-ID 820	Ad-ID 821	Ad-ID 822	Ad-ID 823	Ad-ID 824	Ad-ID 825	Ad-ID 826	Ad-ID 827	Ad-ID 828	Ad-ID 829	Ad-ID 830	Ad-ID 831	Ad-ID 832	Ad-ID 833	Ad-ID 834	Ad-ID 835	Ad-ID 836	Ad-ID 837	Ad-ID 838	Ad-ID 839	Ad-ID 840	Ad-ID 841	Ad-ID 842	Ad-ID 843	Ad-ID 844	Ad-ID 845	Ad-ID 846	Ad-ID 847	Ad-ID 848	Ad-ID 849	Ad-ID 850	Ad-ID 851	Ad-ID 852	Ad-ID 853	Ad-ID 854	Ad-ID 855	Ad-ID 856	Ad-ID 857	Ad-ID 858	Ad-ID 859	Ad-ID 860	Ad-ID 861	Ad-ID 862	Ad-ID 863	Ad-ID 864	Ad-ID 865	Ad-ID 866	Ad-ID 867	Ad-ID 868	Ad-ID 869	Ad-ID 870	Ad-ID 871	Ad-ID 872	Ad-ID 873	Ad-ID 874	Ad-ID 875	Ad-ID 876	Ad-ID 877	Ad-ID 878	Ad-ID 879	Ad-ID 880	Ad-ID 881	Ad-ID 882	Ad-ID 883	Ad-ID 884	Ad-ID 885	Ad-ID 886	Ad-ID 887	Ad-ID 888	Ad-ID 889	Ad-ID 890	Ad-ID 891	Ad-ID 892	Ad-ID 893	Ad-ID 894	Ad-ID 895	Ad-ID 896	Ad-ID 897	Ad-ID 898	Ad-ID 899	Ad-ID 900	Ad-ID 901	Ad-ID 902	Ad-ID 903	Ad-ID 904	Ad-ID 905	Ad-ID 906	Ad-ID 907	Ad-ID 908	Ad-ID 909	Ad-ID 910	Ad-ID 911	Ad-ID 912	Ad-ID 913	Ad-ID 914	Ad-ID 915	Ad-ID 916	Ad-ID 917	Ad-ID 918	Ad-ID 919	Ad-ID 920	Ad-ID 921	Ad-ID 922	Ad-ID 923	Ad-ID 924	Ad-ID 925	Ad-ID 926	Ad-ID 927	Ad-ID 928	Ad-ID 929	Ad-ID 930	Ad-ID 931	Ad-ID 932	Ad-ID 933	Ad-ID 934	Ad-ID 935	Ad-ID 936	Ad-ID 937	Ad-ID 938	Ad-ID 939	Ad-ID 940	Ad-ID 941	Ad-ID 942	Ad-ID 943	Ad-ID 944	Ad-ID 945	Ad-ID 946	Ad-ID 947	Ad-ID 948	Ad-ID 949	Ad-ID 950	Ad-ID 951	Ad-ID 952	Ad-ID 953	Ad-ID 954	Ad-ID 955	Ad-ID 956	Ad-ID 957	Ad-ID 958	Ad-ID 959	Ad-ID 960	Ad-ID 961	Ad-ID 962	Ad-ID 963	Ad-ID 964	Ad-ID 965	Ad-ID 966	Ad-ID 967	Ad-ID 968	Ad-ID 969	Ad-ID 970	Ad-ID 971	Ad-ID 972	Ad-ID 973	Ad-ID 974	Ad-ID 975	Ad-ID 976	Ad-ID 977	Ad-ID 978	Ad-ID 979	Ad-ID 980	Ad-ID 981	Ad-ID 982	Ad-ID 983	Ad-ID 984	Ad-ID 985	Ad-ID 986	Ad-ID 987	Ad-ID 988	Ad-ID 989	Ad-ID 990	Ad-ID 991	Ad-ID 992	Ad-ID 993	Ad-ID 994	Ad-ID 995	Ad-ID 996	Ad-ID 997	Ad-ID 998	Ad-ID 999	Ad-ID 1000
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Project Details										Financial Overview										Operational Metrics										Compliance & Reporting									
Project ID	Project Name	Location	Start Date	End Date	Status	Manager	Team Lead	Project Type	Priority	Budget (USD)	Actual Cost (USD)	Variance (USD)	Progress (%)	Quality Score	Customer Satisfaction	On-Time Delivery	Scope Creep	Risk Level	Compliance Status	Reporting Frequency	Key Milestones	Issues Log	Open Items	Resolution Status	Next Review	Responsible Party	Due Date	Resolution Status	Next Review	Responsible Party	Due Date	Resolution Status	Next Review	Responsible Party	Due Date				
P-001	Project Alpha	Site A	2023-01-01	2023-12-31	Completed	John Doe	Jane Smith	Construction	High	1000000	980000	20000	100	95	90	98	Low	Green	ISO 9001	Quarterly	Foundation Laid	1	0	100%	2024-01-15	John Doe	2024-01-15	100%	2024-01-15	John Doe	2024-01-15	100%	2024-01-15	John Doe	2024-01-15				
P-002	Project Beta	Site B	2023-02-01	2024-01-31	In Progress	John Doe	Jane Smith	Construction	Medium	800000	750000	50000	85	92	88	95	Low	Yellow	ISO 9001	Monthly	Structural Framework	2	5	90%	2024-02-15	John Doe	2024-02-15	90%	2024-02-15	John Doe	2024-02-15	90%	2024-02-15	John Doe	2024-02-15				
P-003	Project Gamma	Site C	2023-03-01	2024-03-31	On Hold	John Doe	Jane Smith	Construction	Low	600000	620000	-20000	40	88	85	92	Medium	Red	ISO 9001	Quarterly	Site Preparation	1	10	60%	2024-03-15	John Doe	2024-03-15	60%	2024-03-15	John Doe	2024-03-15	60%	2024-03-15	John Doe	2024-03-15				
P-004	Project Delta	Site D	2023-04-01	2024-04-30	Completed	John Doe	Jane Smith	Construction	High	1200000	1180000	20000	100	96	91	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2024-04-15	John Doe	2024-04-15	100%	2024-04-15	John Doe	2024-04-15	100%	2024-04-15	John Doe	2024-04-15				
P-005	Project Epsilon	Site E	2023-05-01	2024-05-31	In Progress	John Doe	Jane Smith	Construction	Medium	900000	880000	20000	75	90	87	96	Low	Yellow	ISO 9001	Monthly	Roofing Work	3	8	80%	2024-05-15	John Doe	2024-05-15	80%	2024-05-15	John Doe	2024-05-15	80%	2024-05-15	John Doe	2024-05-15				
P-006	Project Zeta	Site F	2023-06-01	2024-06-30	On Hold	John Doe	Jane Smith	Construction	Low	700000	720000	-20000	50	89	86	93	Medium	Red	ISO 9001	Quarterly	Site Preparation	2	12	50%	2024-06-15	John Doe	2024-06-15	50%	2024-06-15	John Doe	2024-06-15	50%	2024-06-15	John Doe	2024-06-15				
P-007	Project Eta	Site G	2023-07-01	2024-07-31	Completed	John Doe	Jane Smith	Construction	High	1100000	1090000	10000	100	94	89	98	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2024-07-15	John Doe	2024-07-15	100%	2024-07-15	John Doe	2024-07-15	100%	2024-07-15	John Doe	2024-07-15				
P-008	Project Theta	Site H	2023-08-01	2024-08-31	In Progress	John Doe	Jane Smith	Construction	Medium	850000	830000	20000	60	91	88	97	Low	Yellow	ISO 9001	Monthly	Roofing Work	4	10	70%	2024-08-15	John Doe	2024-08-15	70%	2024-08-15	John Doe	2024-08-15	70%	2024-08-15	John Doe	2024-08-15				
P-009	Project Iota	Site I	2023-09-01	2024-09-30	On Hold	John Doe	Jane Smith	Construction	Low	650000	670000	-20000	30	87	84	94	Medium	Red	ISO 9001	Quarterly	Site Preparation	3	15	40%	2024-09-15	John Doe	2024-09-15	40%	2024-09-15	John Doe	2024-09-15	40%	2024-09-15	John Doe	2024-09-15				
P-010	Project Kappa	Site J	2023-10-01	2024-10-31	Completed	John Doe	Jane Smith	Construction	High	1300000	1280000	20000	100	97	92	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2024-10-15	John Doe	2024-10-15	100%	2024-10-15	John Doe	2024-10-15	100%	2024-10-15	John Doe	2024-10-15				
P-011	Project Lambda	Site K	2023-11-01	2024-11-30	In Progress	John Doe	Jane Smith	Construction	Medium	950000	930000	20000	55	92	89	96	Low	Yellow	ISO 9001	Monthly	Roofing Work	5	12	65%	2024-11-15	John Doe	2024-11-15	65%	2024-11-15	John Doe	2024-11-15	65%	2024-11-15	John Doe	2024-11-15				
P-012	Project Mu	Site L	2023-12-01	2024-12-31	On Hold	John Doe	Jane Smith	Construction	Low	750000	770000	-20000	45	88	85	95	Medium	Red	ISO 9001	Quarterly	Site Preparation	4	18	55%	2024-12-15	John Doe	2024-12-15	55%	2024-12-15	John Doe	2024-12-15	55%	2024-12-15	John Doe	2024-12-15				
P-013	Project Nu	Site M	2024-01-01	2025-01-31	Completed	John Doe	Jane Smith	Construction	High	1400000	1380000	20000	100	98	93	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2025-01-15	John Doe	2025-01-15	100%	2025-01-15	John Doe	2025-01-15	100%	2025-01-15	John Doe	2025-01-15				
P-014	Project Xi	Site N	2024-02-01	2025-02-28	In Progress	John Doe	Jane Smith	Construction	Medium	1000000	980000	20000	65	93	90	97	Low	Yellow	ISO 9001	Monthly	Roofing Work	6	15	75%	2025-02-15	John Doe	2025-02-15	75%	2025-02-15	John Doe	2025-02-15	75%	2025-02-15	John Doe	2025-02-15				
P-015	Project Omicron	Site O	2024-03-01	2025-03-31	On Hold	John Doe	Jane Smith	Construction	Low	800000	820000	-20000	35	89	86	96	Medium	Red	ISO 9001	Quarterly	Site Preparation	5	20	45%	2025-03-15	John Doe	2025-03-15	45%	2025-03-15	John Doe	2025-03-15	45%	2025-03-15	John Doe	2025-03-15				
P-016	Project Pi	Site P	2024-04-01	2025-04-30	Completed	John Doe	Jane Smith	Construction	High	1500000	1480000	20000	100	99	94	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2025-04-15	John Doe	2025-04-15	100%	2025-04-15	John Doe	2025-04-15	100%	2025-04-15	John Doe	2025-04-15				
P-017	Project Rho	Site Q	2024-05-01	2025-05-31	In Progress	John Doe	Jane Smith	Construction	Medium	1100000	1080000	20000	70	94	91	98	Low	Yellow	ISO 9001	Monthly	Roofing Work	7	18	80%	2025-05-15	John Doe	2025-05-15	80%	2025-05-15	John Doe	2025-05-15	80%	2025-05-15	John Doe	2025-05-15				
P-018	Project Sigma	Site R	2024-06-01	2025-06-30	On Hold	John Doe	Jane Smith	Construction	Low	900000	920000	-20000	40	90	87	97	Medium	Red	ISO 9001	Quarterly	Site Preparation	6	22	50%	2025-06-15	John Doe	2025-06-15	50%	2025-06-15	John Doe	2025-06-15	50%	2025-06-15	John Doe	2025-06-15				
P-019	Project Tau	Site S	2024-07-01	2025-07-31	Completed	John Doe	Jane Smith	Construction	High	1600000	1580000	20000	100	100	95	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2025-07-15	John Doe	2025-07-15	100%	2025-07-15	John Doe	2025-07-15	100%	2025-07-15	John Doe	2025-07-15				
P-020	Project Upsilon	Site T	2024-08-01	2025-08-31	In Progress	John Doe	Jane Smith	Construction	Medium	1200000	1180000	20000	75	95	92	98	Low	Yellow	ISO 9001	Monthly	Roofing Work	8	20	85%	2025-08-15	John Doe	2025-08-15	85%	2025-08-15	John Doe	2025-08-15	85%	2025-08-15	John Doe	2025-08-15				
P-021	Project Phi	Site U	2024-09-01	2025-09-30	On Hold	John Doe	Jane Smith	Construction	Low	1000000	1020000	-20000	45	91	88	98	Medium	Red	ISO 9001	Quarterly	Site Preparation	7	25	55%	2025-09-15	John Doe	2025-09-15	55%	2025-09-15	John Doe	2025-09-15	55%	2025-09-15	John Doe	2025-09-15				
P-022	Project Chi	Site V	2024-10-01	2025-10-31	Completed	John Doe	Jane Smith	Construction	High	1700000	1680000	20000	100	101	96	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2025-10-15	John Doe	2025-10-15	100%	2025-10-15	John Doe	2025-10-15	100%	2025-10-15	John Doe	2025-10-15				
P-023	Project Psi	Site W	2024-11-01	2025-11-30	In Progress	John Doe	Jane Smith	Construction	Medium	1300000	1280000	20000	80	96	93	99	Low	Yellow	ISO 9001	Monthly	Roofing Work	9	22	90%	2025-11-15	John Doe	2025-11-15	90%	2025-11-15	John Doe	2025-11-15	90%	2025-11-15	John Doe	2025-11-15				
P-024	Project Omega	Site X	2024-12-01	2025-12-31	On Hold	John Doe	Jane Smith	Construction	Low	1100000	1120000	-20000	50	92	89	99	Medium	Red	ISO 9001	Quarterly	Site Preparation	8	28	60%	2025-12-15	John Doe	2025-12-15	60%	2025-12-15	John Doe	2025-12-15	60%	2025-12-15	John Doe	2025-12-15				
P-025	Project Alpha	Site Y	2025-01-01	2026-01-31	Completed	John Doe	Jane Smith	Construction	High	1800000	1780000	20000	100	102	97	99	Low	Green	ISO 9001	Monthly	Final Inspection	0	0	100%	2026-01-15	John Doe	2026-01-15	100%	2026-01-15	John Doe	2026-01-15	100%	2026-01-15	John Doe	2026-01-15				
P-026	Project Beta	Site Z	2025-02-01	2026-02-28	In Progress	John Doe	Jane Smith	Construction	Medium	1400000	1380000	20000	85	97	94	99	Low	Yellow	ISO 9001	Monthly	Roofing Work	10	25	95%	2026-02-15	John Doe	2026-02-15	95%	2026-02-15	John Doe	2026-02-15	95%	2026-02-15	John Doe	2026-02-15				
P-027	Project Gamma	Site A	2025-03-01	2026-03-31	On Hold	John Doe	Jane Smith	Construction	Low	1200000	1220000	-20000	55	93	90	99	Medium	Red	ISO																				

Scheme		Tb		Cmt		Add 2		Type		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb		Tb			
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Table 1: Project Overview									
Project ID	Project Name	Location	Team	Manager	Status	Progress	Start Date	End Date	Notes
P-001	Project Alpha	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-002	Project Beta	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-003	Project Gamma	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-004	Project Delta	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-005	Project Epsilon	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-006	Project Zeta	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-007	Project Eta	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-008	Project Theta	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-009	Project Iota	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-010	Project Kappa	Osaka	Team Kappa	Yuki Yamamoto	Completed	100%	2023-01-01	2023-04-01	Highly efficient team.
P-011	Project Lambda	Seoul	Team Lambda	Min-jun Kim	In Progress	50%	2023-02-01	2023-05-01	Regular communication.
P-012	Project Mu	Beijing	Team Mu	Li Wei	On Hold	15%	2023-03-01	2023-06-30	Regulatory hurdles.
P-013	Project Nu	Moscow	Team Nu	Dmitry Ivanov	Completed	100%	2023-01-10	2023-04-10	Strong local partnerships.
P-014	Project Xi	Delhi	Team Xi	Anjali Singh	In Progress	40%	2023-02-10	2023-05-10	Infrastructure challenges.
P-015	Project Omicron	Manila	Team Omicron	Jose Reyes	On Hold	25%	2023-03-10	2023-06-10	Logistics issues.
P-016	Project Pi	Buenos Aires	Team Pi	Lucia Gomez	Completed	100%	2023-01-20	2023-04-20	Excellent client feedback.
P-017	Project Rho	Santiago	Team Rho	Diego Lopez	In Progress	65%	2023-02-20	2023-05-20	Market research ongoing.
P-018	Project Sigma	Medan	Team Sigma	Rizki Pratomo	On Hold	10%	2023-03-20	2023-06-20	Local partner onboarding.
P-019	Project Tau	Yokohama	Team Tau	Haruki Sato	Completed	100%	2023-01-25	2023-04-25	Smooth execution.
P-020	Project Upsilon	Guangzhou	Team Upsilon	Wang Chen	In Progress	55%	2023-02-25	2023-05-25	Supply chain optimization.
P-021	Project Phi	Prague	Team Phi	Jan Novak	On Hold	35%	2023-03-25	2023-06-25	Legal review pending.
P-022	Project Chi	Warsaw	Team Chi	Krzysztof Nowak	Completed	100%	2023-01-30	2023-04-30	On-time delivery.
P-023	Project Psi	Bombay	Team Psi	Arjun Patel	In Progress	45%	2023-02-30	2023-05-30	Infrastructure upgrade.
P-024	Project Omega	Manila	Team Omega	Isabel Reyes	On Hold	20%	2023-03-30	2023-06-30	Resource constraints.
P-025	Project A	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-026	Project B	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-027	Project C	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-028	Project D	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-029	Project E	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-030	Project F	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-031	Project G	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-032	Project H	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-033	Project I	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-034	Project J	Osaka	Team Kappa	Yuki Yamamoto	Completed	100%	2023-01-01	2023-04-01	Highly efficient team.
P-035	Project K	Seoul	Team Lambda	Min-jun Kim	In Progress	50%	2023-02-01	2023-05-01	Regular communication.
P-036	Project L	Beijing	Team Mu	Li Wei	On Hold	15%	2023-03-01	2023-06-30	Regulatory hurdles.
P-037	Project M	Moscow	Team Nu	Dmitry Ivanov	Completed	100%	2023-01-10	2023-04-10	Strong local partnerships.
P-038	Project N	Delhi	Team Xi	Anjali Singh	In Progress	40%	2023-02-10	2023-05-10	Infrastructure challenges.
P-039	Project O	Manila	Team Omicron	Jose Reyes	On Hold	25%	2023-03-10	2023-06-10	Logistics issues.
P-040	Project P	Buenos Aires	Team Pi	Lucia Gomez	Completed	100%	2023-01-20	2023-04-20	Excellent client feedback.
P-041	Project Q	Santiago	Team Rho	Diego Lopez	In Progress	65%	2023-02-20	2023-05-20	Market research ongoing.
P-042	Project R	Medan	Team Sigma	Rizki Pratomo	On Hold	10%	2023-03-20	2023-06-20	Local partner onboarding.
P-043	Project S	Yokohama	Team Tau	Haruki Sato	Completed	100%	2023-01-25	2023-04-25	Smooth execution.
P-044	Project T	Guangzhou	Team Upsilon	Wang Chen	In Progress	55%	2023-02-25	2023-05-25	Supply chain optimization.
P-045	Project U	Prague	Team Phi	Jan Novak	On Hold	35%	2023-03-25	2023-06-25	Legal review pending.
P-046	Project V	Warsaw	Team Chi	Krzysztof Nowak	Completed	100%	2023-01-30	2023-04-30	On-time delivery.
P-047	Project W	Bombay	Team Psi	Arjun Patel	In Progress	45%	2023-02-30	2023-05-30	Infrastructure upgrade.
P-048	Project X	Manila	Team Omega	Isabel Reyes	On Hold	20%	2023-03-30	2023-06-30	Resource constraints.
P-049	Project Y	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-050	Project Z	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-051	Project A	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-052	Project B	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-053	Project C	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-054	Project D	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-055	Project E	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-056	Project F	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-057	Project G	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-058	Project H	Osaka	Team Kappa	Yuki Yamamoto	Completed	100%	2023-01-01	2023-04-01	Highly efficient team.
P-059	Project I	Seoul	Team Lambda	Min-jun Kim	In Progress	50%	2023-02-01	2023-05-01	Regular communication.
P-060	Project J	Beijing	Team Mu	Li Wei	On Hold	15%	2023-03-01	2023-06-30	Regulatory hurdles.
P-061	Project K	Moscow	Team Nu	Dmitry Ivanov	Completed	100%	2023-01-10	2023-04-10	Strong local partnerships.
P-062	Project L	Delhi	Team Xi	Anjali Singh	In Progress	40%	2023-02-10	2023-05-10	Infrastructure challenges.
P-063	Project M	Manila	Team Omicron	Jose Reyes	On Hold	25%	2023-03-10	2023-06-10	Logistics issues.
P-064	Project N	Buenos Aires	Team Pi	Lucia Gomez	Completed	100%	2023-01-20	2023-04-20	Excellent client feedback.
P-065	Project O	Santiago	Team Rho	Diego Lopez	In Progress	65%	2023-02-20	2023-05-20	Market research ongoing.
P-066	Project P	Medan	Team Sigma	Rizki Pratomo	On Hold	10%	2023-03-20	2023-06-20	Local partner onboarding.
P-067	Project Q	Yokohama	Team Tau	Haruki Sato	Completed	100%	2023-01-25	2023-04-25	Smooth execution.
P-068	Project R	Guangzhou	Team Upsilon	Wang Chen	In Progress	55%	2023-02-25	2023-05-25	Supply chain optimization.
P-069	Project S	Prague	Team Phi	Jan Novak	On Hold	35%	2023-03-25	2023-06-25	Legal review pending.
P-070	Project T	Warsaw	Team Chi	Krzysztof Nowak	Completed	100%	2023-01-30	2023-04-30	On-time delivery.
P-071	Project U	Bombay	Team Psi	Arjun Patel	In Progress	45%	2023-02-30	2023-05-30	Infrastructure upgrade.
P-072	Project V	Manila	Team Omega	Isabel Reyes	On Hold	20%	2023-03-30	2023-06-30	Resource constraints.
P-073	Project W	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-074	Project X	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-075	Project Y	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-076	Project Z	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-077	Project A	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-078	Project B	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-079	Project C	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-080	Project D	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-081	Project E	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-082	Project F	Osaka	Team Kappa	Yuki Yamamoto	Completed	100%	2023-01-01	2023-04-01	Highly efficient team.
P-083	Project G	Seoul	Team Lambda	Min-jun Kim	In Progress	50%	2023-02-01	2023-05-01	Regular communication.
P-084	Project H	Beijing	Team Mu	Li Wei	On Hold	15%	2023-03-01	2023-06-30	Regulatory hurdles.
P-085	Project I	Moscow	Team Nu	Dmitry Ivanov	Completed	100%	2023-01-10	2023-04-10	Strong local partnerships.
P-086	Project J	Delhi	Team Xi	Anjali Singh	In Progress	40%	2023-02-10	2023-05-10	Infrastructure challenges.
P-087	Project K	Manila	Team Omicron	Jose Reyes	On Hold	25%	2023-03-10	2023-06-10	Logistics issues.
P-088	Project L	Buenos Aires	Team Pi	Lucia Gomez	Completed	100%	2023-01-20	2023-04-20	Excellent client feedback.
P-089	Project M	Santiago	Team Rho	Diego Lopez	In Progress	65%	2023-02-20	2023-05-20	Market research ongoing.
P-090	Project N	Medan	Team Sigma	Rizki Pratomo	On Hold	10%	2023-03-20	2023-06-20	Local partner onboarding.
P-091	Project O	Yokohama	Team Tau	Haruki Sato	Completed	100%	2023-01-25	2023-04-25	Smooth execution.
P-092	Project P	Guangzhou	Team Upsilon	Wang Chen	In Progress	55%	2023-02-25	2023-05-25	Supply chain optimization.
P-093	Project Q	Prague	Team Phi	Jan Novak	On Hold	35%	2023-03-25	2023-06-25	Legal review pending.
P-094	Project R	Warsaw	Team Chi	Krzysztof Nowak	Completed	100%	2023-01-30	2023-04-30	On-time delivery.
P-095	Project S	Bombay	Team Psi	Arjun Patel	In Progress	45%	2023-02-30	2023-05-30	Infrastructure upgrade.
P-096	Project T	Manila	Team Omega	Isabel Reyes	On Hold	20%	2023-03-30	2023-06-30	Resource constraints.
P-097	Project U	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-098	Project V	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-099	Project W	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-100	Project X	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-101	Project Y	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-102	Project Z	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-103	Project A	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-104	Project B	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-105	Project C	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-106	Project D	Osaka	Team Kappa	Yuki Yamamoto	Completed	100%	2023-01-01	2023-04-01	Highly efficient team.
P-107	Project E	Seoul	Team Lambda	Min-jun Kim	In Progress	50%	2023-02-01	2023-05-01	Regular communication.
P-108	Project F	Beijing	Team Mu	Li Wei	On Hold	15%	2023-03-01	2023-06-30	Regulatory hurdles.
P-109	Project G	Moscow	Team Nu	Dmitry Ivanov	Completed	100%	2023-01-10	2023-04-10	Strong local partnerships.
P-110	Project H	Delhi	Team Xi	Anjali Singh	In Progress	40%	2023-02-10	2023-05-10	Infrastructure challenges.
P-111	Project I	Manila	Team Omicron	Jose Reyes	On Hold	25%	2023-03-10	2023-06-10	Logistics issues.
P-112	Project J	Buenos Aires	Team Pi	Lucia Gomez	Completed	100%	2023-01-20	2023-04-20	Excellent client feedback.
P-113	Project K	Santiago	Team Rho	Diego Lopez	In Progress	65%	2023-02-20	2023-05-20	Market research ongoing.
P-114	Project L	Medan	Team Sigma	Rizki Pratomo	On Hold	10%	2023-03-20	2023-06-20	Local partner onboarding.
P-115	Project M	Yokohama	Team Tau	Haruki Sato	Completed	100%	2023-01-25	2023-04-25	Smooth execution.
P-116	Project N	Guangzhou	Team Upsilon	Wang Chen	In Progress	55%	2023-02-25	2023-05-25	Supply chain optimization.
P-117	Project O	Prague	Team Phi	Jan Novak	On Hold	35%	2023-03-25	2023-06-25	Legal review pending.
P-118	Project P	Warsaw	Team Chi	Krzysztof Nowak	Completed	100%	2023-01-30	2023-04-30	On-time delivery.
P-119	Project Q	Bombay	Team Psi	Arjun Patel	In Progress	45%	2023-02-30	2023-05-30	Infrastructure upgrade.
P-120	Project R	Manila	Team Omega	Isabel Reyes	On Hold	20%	2023-03-30	2023-06-30	Resource constraints.
P-121	Project S	London	Team Alpha	John Doe	Completed	100%	2023-01-01	2023-03-31	On schedule, budget within 5%.
P-122	Project T	New York	Team Beta	Jane Smith	In Progress	75%	2023-02-15	2023-05-15	Minor delays in procurement.
P-123	Project U	Paris	Team Gamma	Pierre Dubois	On Hold	20%	2023-03-01	2023-06-30	Waiting for client approval.
P-124	Project V	Tokyo	Team Delta	Kenji Tanaka	Completed	100%	2023-01-15	2023-04-15	Exceeded expectations.
P-125	Project W	Sydney	Team Epsilon	Emily White	In Progress	60%	2023-04-01	2023-07-31	Review meeting scheduled.
P-126	Project X	Mumbai	Team Zeta	Ravi Sharma	On Hold	10%	2023-05-01	2023-08-31	Resource allocation issues.
P-127	Project Y	Sao Paulo	Team Eta	Carlos Silva	Completed	100%	2023-02-01	2023-05-01	Successful launch.
P-128	Project Z	Amsterdam	Team Theta	Anna van der Meer	In Progress	85%	2023-03-15	2023-06-15	Final testing phase.
P-129	Project A	Stockholm	Team Iota	Erik Johansson	On Hold	30%	2023-04-15	2023-09-15	Technical challenges.
P-130	Project B	Osaka	Team Kappa	Yuki Yamamoto	Completed	1			

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31 August 2015

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	SUM	18	819	837			
2. RENTAL INCOME	SECURE TENURE						
	House	Average Actual Rent	Yr 1	£106	per week		
		Real Growth	All Yrs	1.0%			
	Flat	Average Actual Rent	Yr 1	£96	per week		
		Real Growth	All Yrs	1.0%			
	Sheltered	Average Actual Rent	Yr 1	£0	per week		
		Real Growth	All Yrs	0.0%			
	ASSURED TENURE						
	House	Average Actual Rent		£125	per week		
		Real Growth	All Yrs	1.0%			
	Flat	Average Actual Rent	Yr 1	£119	per week		
		Real Growth	Yr 2 Onwards	1.0%			
	Sheltered	Average Actual Rent		£0	per week		
		Real Growth	All Yrs	0.0%			
3. OTHER INCOME (N/A)	Garages (income per week)			£0	per week		
	Voids expressed as a % gross income			0%	per annum		
	RTB			£0	over 50 years		
4. RE-LETS	Secure to assured		Houses	2.1%	per annum		
			Flats	3.5%	per annum		
			Sheltered	0.0%	per annum		
5. VOIDS / BAD DEBTS	Expressed as a % of gross income		Yr 1	3.0%	per annum		
			Yr 2 Onwards	3.0%	per annum		
6. TIMESCALE	Year 1:	52	Weeks	Yr 2 Onwards	52	weeks	
7. DISCOUNT RATE				Income	5.7%	per annum	
8. EXPENDITURE	Management & administration			£610	per unit		
	% variable			Yr 1 Onwards	0.5%	per annum	
	CATCH UP / MAJOR		CYCLICAL		DAY TO DAY		SUM
	Per Unit Gross Inc.VAT		Per Unit Gross Inc.VAT		Per Unit Gross Inc.VAT		
	Yr 1	£620	£200	£400	£1,220		
	Yr 2	£620	£200	£400	£1,220		
	Yr 3	£620	£200	£400	£1,220		
	Yr 4	£620	£200	£400	£1,220		
	Yr 5	£620	£200	£400	£1,220		
	Average Yr 6 -10	£620	£200	£400	£1,220		
	Average Yr 11 -15	£620	£200	£400	£1,220		
	Average Yr 16 -20	£620	£200	£400	£1,220		
	Average Yr 21 -25	£620	£200	£400	£1,220		
	Average Yr 26 Onwards	£620	£200	£400	£1,220		
	VAT @ 20.0%						
	9. EXPENDITURE INFLATOR	Yr 1:	1.0%	per annum	Yr 2 Onwards:	1.0%	per annum
10. CAPITAL VALUES	Price Inflator	Years 1 - 3	2.0%	Average House Price	£262,600		
		Year 4 Onward:	2.0%	Average Flat Price	£224,500		
	Sale Costs		3.0%	Average Sheltered Price	£0		
	Capitalisation Rate		5.5%	Overall Average Price	£240,200		
11. EUV-SH VALUATION	Unit Price	£92,400	% VP	38%	EUVSH	£77,369,000	

SUMMARY SHEET - MV-T
31 August 2015

MHT BOND ISSUE
SOCIAL RENTED STOCK - MVT

1. STOCK	HOUSES	SECURE	ASSURED	SUM	
	FLATS	59	591	650	
	SHELTERED	56	377	433	
	SUM	0	0	0	
2. RENTAL INCOME	SECURE TENURE				
	Average Actual Rents	Houses:	£81		per week
		Flats:	£76		per week
		Sheltered:	£0		per week
	Annual % Increase:	Houses:	5% every other Yr		
		Flats:	5% every other Yr		
		Sheltered:	5% every other Yr		
	ASSURED TENURE				
	Average Actual Rents	Houses:	£109		per week
		Flats:	£108		per week
		Sheltered:	£0		per week
	Average Rents in Yr 3	Houses:	£206		per week
3. OTHER INCOME (N/A)		Flats:	£227		per week
		Sheltered:	£0		per week
	Annual % Increase	Houses:	Yr 0 - 3	23.6%	
			Yr 4 Onwards	1.0%	
		Flats:	Yr 0 - 3	28.1%	
			Yr 4 Onwards	1.0%	
		Sheltered:	Yr 0 - 3	0.0%	
			Yr 4 Onwards	1.0%	
	Garages (income per week)		£0		per week
	Voids expressed as a % gross income		0%		per annum
	RTB		£0		over 50 years
4. SALES RATE		Houses	4.6%		per annum
		Flats	6.4%		per annum
		Sheltered	0.0%		per annum
5. VOIDS / BAD DEBTS	Expressed as a % of gross income	Yr 1 - 3	6.0%		per annum
		Yr 4 - 5	5.0%		per annum
		Yr 6 Onwards	4.5%		per annum
6. TIMESCALE	52 Weeks	Yr. 3 Onwards	52		Weeks
7. DISCOUNT RATE	Sales	9.8%	Income	7.8%	per annum
8. EXPENDITURE	Management & administration	% of gross income	10.0%		per annum
9. EXPENDITURE INFLATOR	CATCH UP / MAJOR				
	CYCLICAL				
	DAY TO DAY				
	SUM				
	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT		
	Yr 1	£1,370.00	£225.00	£425.00	£2,020.00
	Yr 2	£1,370.00	£225.00	£425.00	£2,020.00
	Yr 3	£1,370.00	£225.00	£425.00	£2,020.00
	Yr 4	£700.00	£225.00	£425.00	£1,350.00
	Yr 5	£700.00	£225.00	£425.00	£1,350.00
	Average Yr 6 -10	£700.00	£225.00	£425.00	£1,350.00
	Average Yr 11 -15	£725.00	£225.00	£425.00	£1,375.00
10. CAPITAL VALUES	Average Yr 16 -20	£750.00	£225.00	£425.00	£1,400.00
	Average Yr 21 -25	£775.00	£225.00	£425.00	£1,425.00
	Average Yr 26 Onwards	£800.00	£225.00	£425.00	£1,450.00
	VAT @	20.0%			
11. MV-T VALUATION	Yr 1	1.0%	per annum	Yr 2 Onwards	1.0%
	Price Inflation	Yrs 1 - 3	2.0%	Average House Price	£207,600
		Yr 3 onwards	2.0%	Average Flat Price	£225,400
	Sale Costs		3.0%	Average Sheltered Price	£0
	Capitalisation Rate		7.5%	Overall Average Price	£209,900
Unit Price		£137,400	65%	£148,807,000	

SUMMARY SHEET - EUV-SH

31 August 2015

MHT BOND ISSUANCE
NON-SOCIAL RENTED STOCK - KW / AR EUV-SH

1. STOCK

	SECURE	ASSURED	SUM
HOUSE	0	23	23
FLAT	0	102	102
SHELTERED	0	0	0
SUM	0	125	125

2. RENTAL INCOME

SECURE TENURE				
House	Average Actual Rent	Yr 1	£0	per week
	Real Growth	All Yrs	0.0%	
Flat	Average Actual Rent	Yr 1	£0	per week
	Real Growth	All Yrs	0.0%	
Sheltered	Average Actual Rent	Yr 1	£0	per week
	Real Growth	All Yrs	0.0%	
ASSURED TENURE				
House	Average Actual Rent		£140	per week
	Real Growth	All Yrs	1.0%	
Flat	Average Actual Rent	Yr 1	£141	per week
	Real Growth	Yr 2 Onwards	1.0%	
Sheltered	Average Actual Rent		£0	per week
	Real Growth	All Yrs	0.0%	

3. OTHER INCOME (N/A)

Garages (income per week)	£0	per week
Voids expressed as a % gross income	0%	per annum
RTB	£0	over 50 years

4. RE-LETS

Secure to assured	Houses	2.0%	per annum
	Flats	3.0%	per annum
	Sheltered	0.0%	per annum

5. VOIDS / BAD DEBTS

Expressed as a % of gross income	Yr 1	3.0%	per annum
	Yr 2 Onwards	3.0%	per annum

6. TIMESCALE

Year 1:	52	Weeks	Yr 2 Onwards	52	weeks
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7. DISCOUNT RATE

Income	5.9%	per annum
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8. EXPENDITURE

Management & administration		£550	per unit
% variable	Yr 1 Onwards	1.0%	per annum

	CATCH UP / MAJOR	CYCLICAL	DAY TO DAY	SUM
	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT	
Yr 1	£560	£250	£400	£1,210
Yr 2	£560	£250	£400	£1,210
Yr 3	£560	£250	£400	£1,210
Yr 4	£560	£250	£400	£1,210
Yr 5	£560	£250	£400	£1,210
Average Yr 6 -10	£560	£250	£400	£1,210
Average Yr 11 -15	£560	£250	£400	£1,210
Average Yr 16 -20	£560	£250	£400	£1,210
Average Yr 21 -25	£560	£250	£400	£1,210
Average Yr 26 Onwards	£560	£250	£400	£1,210

VAT @	20.0%
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9. EXPENDITURE INFLATOR

Yr 1:	1.0%	per annum	Yr 2 Onwards:	1.0%	per annum
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10. CAPITAL VALUES

Price Inflation	Years 1 - 3	2.0%	Average House Price	£192,800
	Year 4 Onward:	2.0%	Average Flat Price	£211,000
Sale Costs		3.0%	Average Sheltered Price	£0
Capitalisation Rate		5.6%	Overall Average Price	£207,600

11. EUV-SH VALUATION

Unit Price	£110,800	% VP	53%	EUVSH	£13,852,000
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SUMMARY SHEET - MV-T
31 August 2015

MHT BOND ISSUANCE
NON-SOCIAL RENTED STOCK - KW / AR MV-T

1. STOCK

	SECURE	ASSURED	SUM
HOUSES	0	38	38
FLATS	0	36	36
SHELTERED	0	0	0
SUM	0	74	74

2. RENTAL INCOME

SECURE TENURE			
Average Actual Rents	Houses:	£0	per week
	Flats:	£0	per week
	Sheltered:	£0	per week
Annual % Increase:	Houses:	5% every other Yr	
	Flats:	5% every other Yr	
	Sheltered:	5% every other Yr	
ASSURED TENURE			
Average Actual Rents	Houses:	£110	per week
	Flats:	£134	per week
	Sheltered:	£0	per week
Average Rents in Yr 3	Houses:	£119	per week
	Flats:	£219	per week
	Sheltered:	£0	per week
Annual % Increase	Houses:	Yr 0 - 3	2.6%
		Yr 4 Onwards	1.0%
	Flats:	Yr 0 - 3	18.0%
		Yr 4 Onwards	1.0%
	Sheltered:	Yr 0 - 3	0.0%
		Yr 4 Onwards	1.0%

3. OTHER INCOME (N/A)

Garages (income per week)	£0	per week
Voids expressed as a % gross income	0%	per annum
RTB	£0	over 50 years

4. SALES RATE

Houses	5.0%	per annum
Flats	6.1%	per annum
Sheltered	0.0%	per annum

5. VOIDS / BAD DEBTS

Expressed as a % of gross income	Yr 1 - 3	6.0%	per annum
	Yr 4 - 5	5.0%	per annum
	Yr 6 Onwards	4.5%	per annum

6. TIMESCALE

52	Weeks	Yr. 3 Onwards	52	Weeks
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7. DISCOUNT RATE

Sales	8.6%	Income	7.4%	per annum
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8. EXPENDITURE

Management & administration	% of gross income	7.5%	per annum
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	CATCH UP / MAJOR	CYCLICAL	DAY TO DAY	SUM
	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT	Per Unit Gross Inc.VAT	
Yr 1	£790.00	£235.00	£425.00	£1,450.00
Yr 2	£790.00	£235.00	£425.00	£1,450.00
Yr 3	£790.00	£235.00	£425.00	£1,450.00
Yr 4	£400.00	£235.00	£425.00	£1,060.00
Yr 5	£400.00	£235.00	£425.00	£1,060.00
Average Yr 6 -10	£660.00	£235.00	£425.00	£1,320.00
Average Yr 11 -15	£685.00	£235.00	£425.00	£1,345.00
Average Yr 16 -20	£710.00	£235.00	£425.00	£1,370.00
Average Yr 21 -25	£735.00	£235.00	£425.00	£1,395.00
Average Yr 26 Onwards	£760.00	£235.00	£425.00	£1,420.00

VAT @	20.0%
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9. EXPENDITURE INFLATOR

Yr 1	1.0%	per annum	Yr 2 Onwards	1.0%	per annum
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10. CAPITAL VALUES

Price Inflation	Yrs 1 - 3	2.0%	Average House Price	£129,300
	Yr 3 onwards	2.0%	Average Flat Price	£216,100
Sale Costs		3.0%	Average Sheltered Price	£0
Capitalisation Rate		7.1%	Overall Average Price	£160,700

11. MV-T VALUATION

Unit Price	£122,400	76%	£9,057,000
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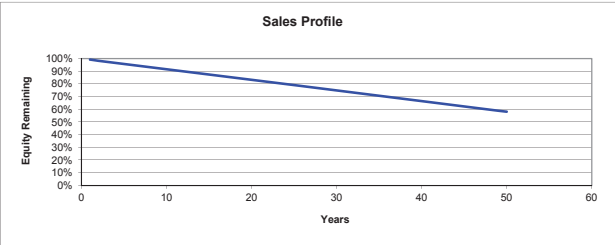
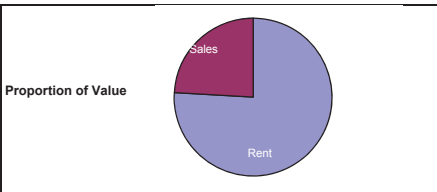
Shared Ownership Properties - EUV-SH
MHT BOND ISSUANCE
SHARED OWNERSHIP STOCK

No. of units	410	
Equity retained	58%	
Assumed tranche sales @	25%	
Equity tranches available	957	
Current rent roll per annum	£1,581,929	
Weeks	52	
Average rent per week (per unit)	£74	+2.8% yield
VP (equity retained)	£136,900	NIY
Average VP value per unit	£234,600	IRR
Outgoings pa (% gross income)	7%	£268 pu pa
Sales costs	2%	

Tranche Sales	Years	0	to	3	8
	Years	4	to	20	8
	Years	21	to	40	8
	Years	36	to	50	8

Constant Price Rent Increases		0.50%
Real House Price Increase	Yrs 1 - 3	2.00%
	Yr 4 +	2.00%
Discount rate	Income	5.25%
	Sales	7.25%
	Capitalisation Rate	5.00%

Sales	Rent
24.07%	75.93%



Net Present Value	£34,626,000	Unit Price	£84,500	62% of MV-VP (Ret. Equity)
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Year	Equity Retained	Equity Sold	Av. Rent pm	Gross Rent pa	Outgoings pa	Net Rent pa	PV (Rent) @ 5.25%	Av. VP per Tranche	Net Sales Receipt	PV (Sales) @ 7.25%
2015	949	8	£137.70	£1,568,710	£109,810	£1,458,900	£1,422,049	£58,650	£460,000	£444,180
2016	941	8	£138.39	£1,563,298	£109,431	£1,453,867	£1,346,454	£59,823	£469,200	£422,437
2017	933	8	£139.08	£1,557,741	£109,042	£1,448,699	£1,274,743	£61,019	£478,580	£401,755
2018	925	8	£139.78	£1,552,162	£108,651	£1,443,511	£1,206,820	£62,239	£488,149	£382,087
2019	917	8	£140.48	£1,546,449	£108,251	£1,438,197	£1,142,402	£63,484	£497,914	£363,385
2020	909	8	£141.18	£1,540,601	£107,842	£1,432,759	£1,061,314	£64,754	£507,875	£345,598
2021	901	8	£141.89	£1,534,728	£107,431	£1,427,297	£1,023,459	£66,049	£518,031	£328,680
2022	893	8	£142.60	£1,528,718	£107,010	£1,421,707	£968,600	£67,370	£528,392	£312,591
2023	885	8	£143.31	£1,522,571	£106,580	£1,415,991	£916,585	£68,717	£538,957	£297,288
2024	877	8	£144.03	£1,516,394	£106,148	£1,410,246	£867,331	£70,091	£549,733	£282,734
2025	869	8	£144.75	£1,510,078	£105,705	£1,404,373	£820,636	£71,493	£560,729	£268,894
2026	861	8	£145.47	£1,503,624	£105,254	£1,398,371	£776,369	£72,923	£571,945	£255,732
2027	853	8	£146.20	£1,497,135	£104,799	£1,392,335	£734,459	£74,381	£583,380	£243,212
2028	845	8	£146.93	£1,490,505	£104,335	£1,386,170	£694,733	£75,869	£595,051	£231,308
2029	837	8	£147.66	£1,483,735	£103,861	£1,379,873	£657,081	£77,386	£606,949	£219,984
2030	829	8	£148.40	£1,476,924	£103,385	£1,373,540	£621,439	£78,934	£619,090	£209,216
2031	821	8	£149.14	£1,469,972	£102,898	£1,367,074	£587,661	£80,513	£631,475	£198,976
2032	813	8	£149.89	£1,462,974	£102,408	£1,360,566	£555,690	£82,123	£644,102	£189,235
2033	805	8	£150.64	£1,455,833	£101,908	£1,353,925	£525,395	£83,765	£656,980	£179,971
2034	797	8	£151.39	£1,448,548	£101,398	£1,347,150	£496,689	£85,440	£670,118	£171,161
2035	789	8	£152.15	£1,441,213	£100,885	£1,340,329	£469,524	£87,149	£683,522	£162,783
2036	781	8	£152.91	£1,433,733	£100,361	£1,333,372	£443,788	£88,892	£697,192	£154,814
2037	773	8	£153.67	£1,426,107	£99,827	£1,326,279	£419,409	£90,670	£711,137	£147,236
2038	765	8	£154.44	£1,418,426	£99,290	£1,319,137	£396,342	£92,483	£725,357	£140,028
2039	757	8	£155.21	£1,410,598	£98,742	£1,311,856	£374,494	£94,333	£739,867	£133,174
2040	749	8	£155.99	£1,402,712	£98,190	£1,304,522	£353,824	£96,220	£754,667	£126,656
2041	741	8	£156.77	£1,394,676	£97,627	£1,297,049	£334,249	£98,144	£769,757	£120,455
2042	733	8	£157.55	£1,386,490	£97,054	£1,289,436	£315,713	£100,107	£785,153	£114,559
2043	725	8	£158.34	£1,378,242	£96,477	£1,281,765	£298,180	£102,109	£800,855	£108,951
2044	717	8	£159.13	£1,369,842	£95,889	£1,273,953	£281,580	£104,151	£816,871	£103,617
2045	709	8	£159.93	£1,361,375	£95,296	£1,266,079	£265,881	£106,234	£833,208	£98,545
2046	701	8	£160.73	£1,352,755	£94,693	£1,258,062	£251,019	£108,359	£849,875	£93,722
2047	693	8	£161.53	£1,343,981	£94,079	£1,249,903	£236,951	£110,526	£866,871	£89,134
2048	685	8	£162.34	£1,335,136	£93,460	£1,241,677	£223,650	£112,737	£884,212	£84,771
2049	677	8	£163.15	£1,326,135	£92,829	£1,233,306	£211,061	£114,992	£901,898	£80,621
2050	669	8	£163.97	£1,317,060	£92,194	£1,224,865	£199,161	£117,292	£919,937	£76,675
2051	661	8	£164.79	£1,307,826	£91,548	£1,216,278	£187,900	£119,638	£938,337	£72,922
2052	653	8	£165.61	£1,298,435	£90,890	£1,207,545	£177,245	£122,031	£957,106	£69,352
2053	645	8	£166.44	£1,288,965	£90,228	£1,198,737	£167,176	£124,472	£976,251	£65,958
2054	637	8	£167.27	£1,279,334	£89,553	£1,189,781	£157,650	£126,961	£995,773	£62,729
2055	629	8	£168.11	£1,269,621	£88,873	£1,180,747	£148,649	£129,500	£1,015,686	£59,658
2056	621	8	£168.95	£1,259,745	£88,182	£1,171,563	£140,136	£132,090	£1,036,000	£56,738
2057	613	8	£169.79	£1,249,709	£87,480	£1,162,229	£132,085	£134,732	£1,056,722	£53,960
2058	605	8	£170.64	£1,239,584	£86,771	£1,152,813	£124,479	£137,427	£1,077,859	£51,319
2059	597	8	£171.49	£1,229,295	£86,051	£1,143,245	£117,289	£140,176	£1,099,420	£48,807
2060	589	8	£172.35	£1,218,914	£85,324	£1,133,590	£110,497	£142,980	£1,121,412	£46,418
2061	581	8	£173.21	£1,208,368	£84,586	£1,123,783	£104,077	£145,840	£1,143,843	£44,146
2062	573	8	£174.08	£1,197,726	£83,841	£1,113,885	£98,015	£148,757	£1,166,722	£41,985
2063	565	8	£174.95	£1,186,917	£83,084	£1,103,833	£92,285	£151,732	£1,190,055	£39,930
2064	557	8	£175.82	£1,175,940	£82,316	£1,093,625	£1,737,417	£154,767	£1,213,859	£37,975

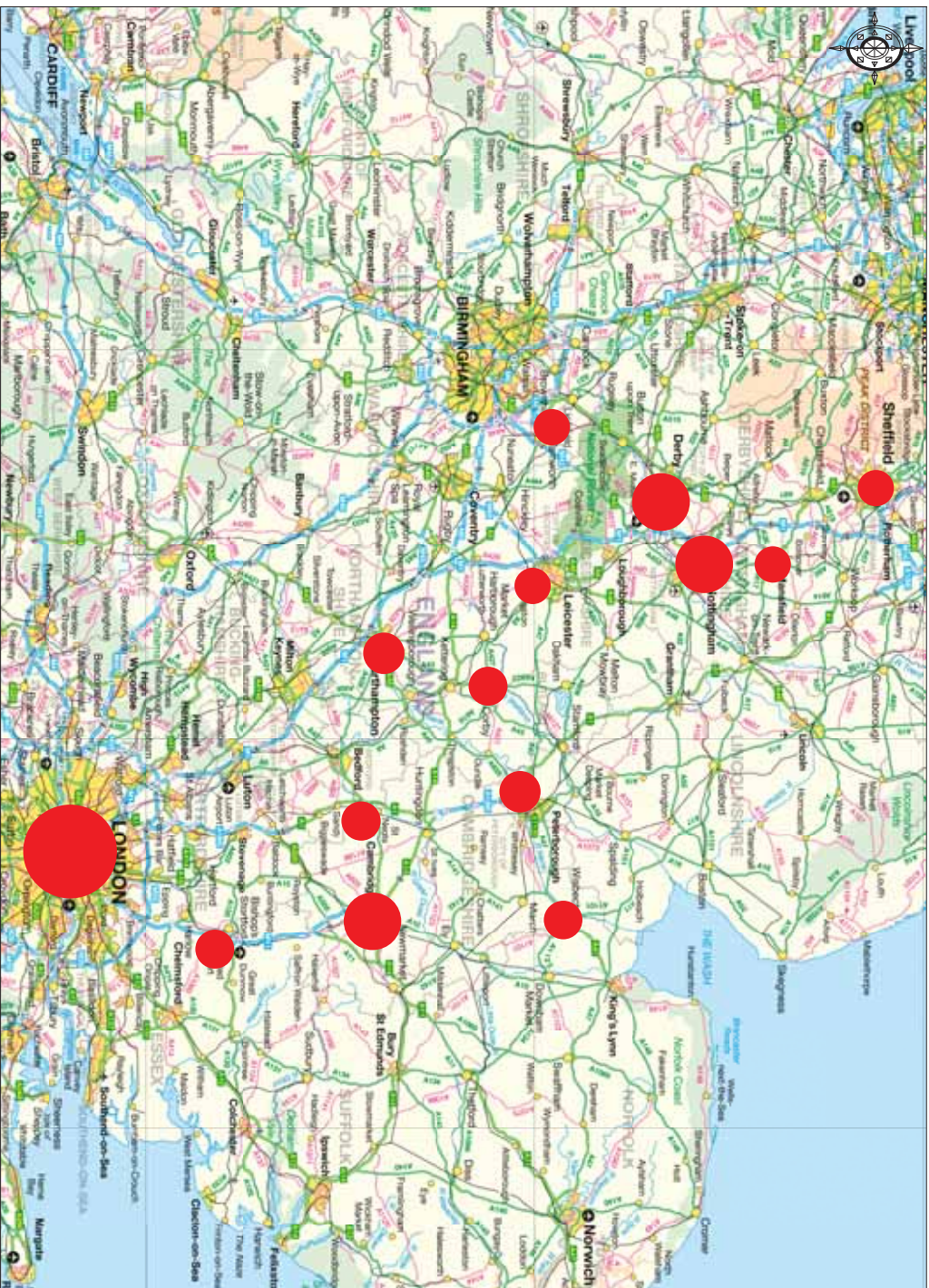
Approved _____ Date _____

Cumulative Total	£26,289,632	£8,336,062
Rent	75.93%	Sales
		24.07%

APPENDIX 5

LOCATION PLAN

MHT
£250m Bond Issue
Circa 2900 units



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APPENDIX 6

SAMPLE PHOTOGRAPHS



CB1 4, Cambridge, 10 Chalfont Close



CB2 4, Duxford, 47 Blakeland Hill



CB3 7, Hardwick, 8 Bramley Way



CB4 1, Cambridge, 6 Discovery Way



CB4 1, Cambridge, 11 Discovery Way



CB4 1, Cambridge, 15 Discovery Way



CB4 1, Cambridge, 22 Discovery Way



CB4 1, Cambridge, 32 Discovery Way



CB4 1, Cambridge, 53 Discovery Way



CB4 1, Cambridge, 57 Discovery Way



CB4 2, Cambridge, 4 Campkin Road



CB4 2, Cambridge, 30 Abbots Close



CB4 2, Cambridge, 36 Abbotts Close



CB4 2, Cambridge, 44 Alexwood Road



CB4 2, Cambridge, 49 Campkin Road



CB4 2, Cambridge, 165 Campkin Road



CB4 2, Cambridge, 168 Campkin Road



CB5 8, Cambridge, 7 Jack Warren Green



CB5 8, Cambridge, 14 Jack Warren Green



CB5 8, Cambridge, 15 Jack Warren Green



CB5 8, Cambridge, 16 Jack Warren Green



CB5 8, Cambridge, 36 Jack Warren Green



CB5 8, Cambridge, 41 Jack Warren Green



CB5 8, Cambridge, 52 Jack Warren Green



CB5 8, Cambridge, 73 Jack Warren Green



CB5 8, Cambridge, 106 Jack Warren Green



CB5 9, Waterbeach, 13 Clare Close



CB6 2, Witchford, 75 Briars End



CB6 2, Witchford, 77 Briars End



CB6 2, Witchford, 79 Briars End



CB7 5, Soham, 15 Champion Close



CB8 0, Newmarket, 14 Heasman Close



CB8 0, Newmarket, 18 Heasman Close



CB21 4, Linton, 89 Back Road



CB21 5, Fulbourn, 326 Cambridge Road



CB22 3, Sawston, 52 Brookfield Road



CB22 3, Sawston, 62 Brookfield Road



CB23 6, Upper Cambourne, 1 Botha Close



CB23 6, Upper Cambourne, 3 Mustang Drive



CB23 6, Upper Cambourne, 9 Mustang Drive



CB23 6, Upper Cambourne, 12 Spitfire Road



CB23 6, Upper Cambourne, 14 Mustang Drive



CB23 6, Upper Cambourne, 16 Mustang Drive



CB23 6, Upper Cambourne, 22 Mustang Drive



CB23 6, Upper Cambourne, 40 Spitfire Road



CB23 6, Upper Cambourne, 42 Spitfire Road



CB23 6, Upper Cambourne, 52 Spitfire Road



CB23 6, Upper Cambourne, 63 Spitfire Road



CB23 7, Caldecote, 4 Furlong Way



CB23 7, Highfields, 17 Strympole Way



CB23 7, Highfields, 25 Strympole Way



CB23 8, Cambridge, 44 Apple Trees



CB25 9, Waterbeach, 91 Capper Road



CB25 9, Waterbeach, 113 Capper Road



CM6 3 Felsted, Chaffix Close 1



CM6 3 Felsted, Chaffix Close 2-3



CM6 3 Felsted, Chaffix Close 4-7



CM6 3 Felsted, Chaffix Close 8-9



CM22 6, Bishops Stortford, 18 Rush Lane



CM22 7 Hatfield Heath, Broomfields 39B-D



CR0 1, Croydon, 21 Aquila Court



DE7 4, Ilkeston, 28 Thistle Road



DE11 7, Hartshorne, 1 Limestone Close



DE11 7, Hartshorne, 3 The Cutting



DE11 7, Hartshorne, 8 Limestone Close



DE11 7, Hartshorne, 60 Brookdale Road



DE13 0, Burton-On-Trent, 1 St Stephens Court



DE13 0, Burton-On-Trent, 8 St Albans Court



DE13 0, Burton-On-Trent, 12 St Stephens Court



DE14 3, Branston, 1 Clays Court



DE14 3, Branston, 4 Bridgford Avenue



DE23 8, Derby, 4a Chaucer Terrace



DE23 8, Derby, 14 Huxley Close



DE24 9, Sinfen, 1 Cope Close



DE24 9, Sinfen, 17 Stockdove Close



DE56 1, Belper, 61 Applewood Close



E3 2, London, Flat 4 Bellisina Court



E4 9 Ainslie Wood Gardens 17



E4 9 Coolgardie Avenue 66



E8 2, London, 2 Bickley Apartments



E8 2, London, 5 Bickley Apartments



E8 2, London, 12 Kinetica Apartments



E9 6, Homerton, Flat 13 Alvares House



E9 6, Homerton, Flat 23 Alvares House



E10 5, London, 58 St Georges Road



E10 6, Leyton, 67 Essex Road



E11 4, Walthamstow, 94 Leslie Road



E17 3, Walthamstow, 1 Waverley Avenue



E17 4 Roberts Road 71



E17 4, Walthamstow, 111 Farnan Avenue



E17 5 Carlton Road 76



E17 5 Lawrence Avenue 19



E17 5 Oakfield Road 2



E17 6 Blenheim Road 55



EN1 4 Enfield, Bridgend Road 11



EN1 4 Enfield, Hoe Lane 108



EN2 6 Enfield, Sydney Road 27



EN3 4 Enfield, Alam Road 63



EN3 4 Enfield, Ponders End High Street 4-
10



EN3 4 Enfield, Southfield Road 1 - Image 1



EN3 4 Enfield, Southfield Road 1 - Image 2



EN3 6 Enfield, Medcalf Road 34



EN4 8 Barnet, Cat Hill, Desmond House



EN5 1 Barnet, Lytton Road, Spa House



EN6 2 Potters Bar, Beechwood Avenue 1-7



EN11 0 Hoddesdon, Colthurst Gardens 61-62



HA0 1 12 Bridgewater Road Alperton
Middlesex HA0 1AJ



HA0 2 /3 Eims Lane Wembley Middlesex
HA0 2NS



HA2 0 1 Millett House Apple Grove
London HA2 0FG



HA2 0 3 Garnet House 18 Apple Grove
Harrow HA2 0FL



HA2 0 4 Garnet House 18 Apple Grove

Harrow HA2 0FL



HA2 0 6 Garnet House 18 Apple Grove

Harrow HA2 0FL



HA2 0 7 Garnet House 18 Apple Grove
Harrow HA2 0FL



HA2 0 11 Pearmain House 16 Apple
Grove Harrow HA2 0FJ



HA2 0 27 Garnet House 18 Apple Grove
Harrow HA2 0FL



HA2 0 50 Jupiter House 14 Apple Grove
Rayners Lane Harrow HA2 0FE



HA2 0 Flat 31 Byford House 17 Apple
Grove Harrow HA2 0FH



HA2 8 4 Raglan Terrace Harrow
Middlesex HA2 8JT



HA2 8 18 Cadogan Close Harrow
Middlesex HA2 8JR



HA2 8 18 Cadogan Close Wall Cracking



HA3 7 1 Coleridge House 3 Tagore Close
Harrow HA3 7FG



HA3 7 2 Shelley House 9 Tagore Close
Harrow HA3 7FH



HA3 7 4 Burns House 1 Tagore Close
Harrow HA3 7FE



HA3 7 7 Tagore Close Harrow HA3 7FF



HA5 3 1Z Charter Court 65b Bridge
Street Pinner HA5 3HZ



HA7 4 Flat 40 24 Capel Crescent
Stanmore Middlesex HA7 4ZE



HA9 6 73 Chalfont Avenue Wembley
Middlesex HA9 6NJ



HA9 9 73 Saxon Road Wembley
Middlesex HA9 9TP



KT4 8, Worcester, 1 Horatio Court



KT4 8, Worcester, 7 Horatio Court



N1 5, Hackney, 2 Allied Court



N1 5, Hackney, 9 Allied Court



N4 1 Finsbury Park Avenue, Malden Court



N8 7 Pembroke Road, Campsbourne
House 25-36



N9 7 Edmonton, Henderson Road 1



N9 8 Edmonton, Sandhurst Road 166



N11 2 Park Road 3-17



N12 0 Heatherdene Close 5-7



N12 0 Heatherdene Close 8-10



N12 0 Heatherdene Close 11-15



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TAXATION

United Kingdom Taxation

The following is a summary of: (i) the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Bonds, and (ii) United Kingdom stamp duty and stamp duty reserve tax in relation to the issue and transfer of the Bonds. It is based on current law and the practice of Her Majesty's Revenue and Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Bonds. The comments relate only to the position of persons who are absolute beneficial owners of the Bonds. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Bondholders who are in any doubt as to their tax position should consult their professional advisers. Bondholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Bonds are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Bonds. In particular, Bondholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Bonds even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

Interest on the Bonds

Withholding tax on payments of interest on the Bonds

The Bonds will constitute "quoted Eurobonds" provided they are and continue to be listed on a recognised stock exchange. Whilst the Bonds are and continue to be quoted Eurobonds, payments of interest on the Bonds may be made without withholding or deduction for or on account of United Kingdom income tax.

Securities will be "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000). The London Stock Exchange is a recognised stock exchange, and accordingly the Bonds will constitute quoted Eurobonds provided they are and continue to be included in the United Kingdom official list and admitted to trading on the Regulated Market of that Exchange.

In all cases falling outside the exemption described above, interest on the Bonds may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

Provision of Information

HMRC have powers to obtain information, including in relation to interest or payments treated as interest and payments derived from securities. This may include details of the beneficial owners of the Bonds (or the persons for whom the Bonds are held), details of the persons to whom payments derived from the Bonds are or may be paid and information in connection with transactions relating to the Bonds. Information obtained by HMRC may be provided to tax authorities in other countries.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

However, the European Commission has proposed the repeal of the Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

Investors who are in any doubt as to their position should consult their professional advisers.

Other Rules Relating to United Kingdom Withholding Tax

- (a) Where interest has been paid under deduction of United Kingdom income tax, Bondholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.
- (b) The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law.
- (c) The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the issuer pursuant to Condition 16 of the Bonds or otherwise and does not consider the tax consequences of any such substitution.

United Kingdom Stamp Duty and Stamp Duty Reserve Tax

Provided that the Bonds do not carry and will not at any time carry (i) a right to interest the amount of which exceeds a reasonable commercial return on the nominal amount of the capital, and (ii) a right on repayment to an amount which exceeds the nominal amount of the capital and is not reasonably comparable with what is generally repayable (in respect of a similar nominal amount of capital) under the terms of issue of loan capital listed in the Official List of the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA, no United Kingdom stamp duty or stamp duty reserve tax is payable on the issue of the Bonds or on a transfer of, or agreement to transfer, full legal and beneficial ownership of any Bond.

The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission has published a 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).

The proposed FTT has very broad scope. If introduced in the form proposed on 14 February 2013, it could apply to certain dealings in the Bonds (including secondary market transactions) in certain circumstances.

Under the Commission 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 the Bonds 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.

Joint Statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

However, The FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate. Prospective holders of the Bonds are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Joint Bookrunners have, pursuant to a subscription agreement (the "**Subscription Agreement**") dated 1 October 2015, jointly and severally agreed to subscribe or procure subscribers for the Bonds (other than the Retained Bonds) at the issue price of 98.672 per cent. of the principal amount of the Bonds (other than the Retained Bonds), less a combined selling and management commission. The Issuer shall also reimburse the Joint Bookrunners in respect of certain of their expenses. In addition, the Issuer has agreed to indemnify each of the Joint Bookrunners against certain liabilities, incurred in connection with the issue and offering of the Bonds. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer.

United States

The Bonds have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Bonds 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. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each of the Joint Bookrunners has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver Bonds (a) as part of its distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Closing Date within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of the Bonds, an offer or sale of Bonds within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Terms used above have the meanings given to them by Regulation S under the Securities Act.

United Kingdom

Each of the Joint Bookrunners has represented and agreed that:

- (a) 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 Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Original Borrower; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the United Kingdom.

General

Each of the Joint Bookrunners has agreed 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 Bonds or possesses or distributes this Prospectus and will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required by it for the purchase, offer, sale or delivery by it of Bonds 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. None of the Issuer, the Original Borrower, the Bond Trustee, or either of the Joint Bookrunners represents that Bonds 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 issue of the Bonds has been approved by a resolution of the board of directors of the Issuer dated 15 September 2015. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Bonds as required under the laws of the United Kingdom.

Listing of Bonds

It is expected that the official listing of the Bonds will be granted on or about 6 October 2015 subject only to the issue of the Temporary Global Bond. Application has been made to the UK Listing Authority for the whole class of Bonds (including any Retained Bonds) to be admitted to the Official List and to the London Stock Exchange for the whole class of Bonds (including any Retained Bonds) to be admitted to trading on the London Stock Exchange's regulated market.

The Issuer estimates that the total expenses related to the admission to trading will be £4,200. The Original Borrower shall pay to the Issuer, *inter alia*, an amount equal to such expenses in accordance with the Original Loan Agreement.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, 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 audited financial statements, including the reports of the auditors, of the Original Borrower in respect of the financial years ended 31 March 2014 and 31 March 2015, and the Restated March 2015 Financial Statements. The Original Borrower currently prepares audited accounts on an annual basis;
- (c) the most recently published audited annual financial statements (if any) of the Issuer and each Borrower and the most recently published unaudited interim financial statements (if any) of the Issuer and each Borrower, together with any audit or review reports prepared in connection therewith;
- (d) the Bond Trust Deed, the Issuer Security Deed, the Agency Agreement, the Account Agreement, the Custody Agreement, the Retained Bond Custody Agreement, the Loan Agreements, the Security Trust Deed, the Incorporated Terms Memorandum and the Legal Mortgages;
- (e) the Valuation Report;
- (f) a copy of this Prospectus; and
- (g) any future offering circulars, prospectuses and information memoranda and any other documents incorporated therein by reference.

Clearing Systems

The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN and the Common Code for the Bonds is XS1299286382 and 129928638, respectively.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Characteristics of underlying assets

The Original Loan Agreement has (and each Additional Loan Agreement will have) characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Bonds. The Original Loan Agreement is an obligation of the Original Borrower only.

Material or Significant Change

There has been no material adverse change in the financial position or prospects of the Issuer since 30 April 2015.

There has been no significant change in the financial or trading position of the Original Borrower and its subsidiaries since 31 March 2015 and there has been no material adverse change in the prospects of the Original Borrower and its subsidiaries since 31 March 2015.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) since the date of its incorporation which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Original Borrower is aware) in the 12 months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the Original Borrower and its subsidiaries' financial position or profitability.

Auditors

The auditors of the Issuer are BDO LLP, who have audited the Issuer's accounts, without qualification, in accordance with generally accepted accounting principles in the United Kingdom for the year ended 30 April 2015. No other audited financial statements have been prepared in respect of the Issuer since its date of incorporation. The auditors of the Issuer have no material interest in the Issuer.

The auditors of the Borrower are BDO LLP, who have audited the Original Borrower's accounts, without qualification, in accordance with generally accepted accounting principles in the United Kingdom for each of the two financial years ended on 31 March 2014 and 31 March 2015, and have reported on the Restated March 2015 Financial Statements included in this Prospectus. The auditors of the Original Borrower have no material interest in the Original Borrower.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to the Bonds, the Issuer Security or the Underlying Security, other than as required pursuant to Condition 6.2 (*Information Covenants*).

Joint Bookrunners transacting with the Issuer or the Borrower

The Joint Bookrunners and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and/or the Borrower and their affiliates in the ordinary course of business. The Joint Bookrunners and their respective affiliates may have positions, deal or make markets in the Bonds, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and/or the Borrower and 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 Joint Bookrunners and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and/or the Borrower or their affiliates. The Joint Bookrunners and their respective affiliates that have a lending relationship with the Issuer and/or the Borrower routinely hedge their credit exposure to the Issuer and/or the Borrower consistent with their customary risk management

policies. Typically, the Joint Bookrunners and their respective 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 Bonds. Any such positions could adversely affect future trading prices of the Bonds. The Joint Bookrunners and their respective 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.

Yield

Indication of the yield on the Bonds: 4.203 per cent. (semi annual). The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

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ISSUER

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BOND TRUSTEE AND SECURITY TRUSTEE

Prudential Trustee Company Limited

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